

**REQUEST FOR COMPETITIVE PROPOSALS**

**SPECIALTY RETAIL  
KIDSPORT  
LUGGAGE CART  
CONCESSION OPERATORS  
AT**

**SAN ANTONIO INTERNATIONAL AIRPORT**

**April 21, 2003**

**ISSUED BY:**

**CITY OF SAN ANTONIO  
AVIATION DEPARTMENT  
FOR THE  
San Antonio International Airport  
9800 Airport Boulevard  
San Antonio, TX 78216**

A pre-submission conference will be held **Wednesday, May 7, 2003** at 11:00 A.M., in the City of San Antonio Aviation Department Conference Room, Mezzanine Level, Terminal 1, SAIA followed by a tour of the facilities if requested. Any questions should be referred to George F. Sanford, General Manager, Westfield Concession Management, (210) 828-0333, and Fax (210) 821-3361. **Final proposals are due on or before 2:00 P.M. Central Standard Time on June 13, 2003, at the address provided herein. Responses received after the due date and time as indicated will be considered non-responsive and not considered.**

**REQUEST FOR COMPETITIVE PROPOSALS  
SPECIALTY RETAIL, KIDSPORT AND LUGGAGE CART  
AT  
SAN ANTONIO INTERNATIONAL AIRPORT**

**GENERAL OVERVIEW**

San Antonio International Airport hereinafter referred to, as "SAIA" is a dynamic transportation network and powerful economic catalyst for San Antonio. San Antonio's airport development facilities generate \$3.3 Billion in economic benefits for San Antonio annually. The City of San Antonio operations provide over 55,000 direct and indirect jobs for public and private sector.

Over the next two years, the renovation and revitalization of Terminals One and Two of the SAIA will inject over \$35 million into the local San Antonio economy. This project will create jobs, promote the SAIA as a world-class facility and help the Airport serve the ever-growing business demands of the next decade. In addition, SAIA will continue to market to and solicit new airlines, develop stronger regional, national and international markets, which will attract more national and international visitors to the San Antonio area.

**Project Background**

The City is seeking proposals for multiple passenger service concession locations at SAIA from established and responsible business entities having demonstrated expertise within their product market and merchandising concept. Local small and minority retail, service, food or news operators, who are interested in proposing on the opportunities provided herein but lacking airport experience, are encouraged to participate in the process. The successful Proposer(s) shall have the rights, privileges and duties of a Concessionaire as further defined in this Request For Proposal ("RFP") and the Draft Concession Agreement. The Proposer shall be responsible for the design, fabrication, installation and the maintenance of the concession location and sale of defined goods and services in selected areas as required by SAIA to meet passenger demand.

The term of the Agreement, commencing on or about **October 1, 2003**, shall be for a term, depending on the use, location and terminal, as provided in the Financial Offer Proposal Form, which is found in Attachment 2, Proposal Form, Exhibit B.

The City believes that the airport offers several unique and highly visible opportunities for interested concessionaires. To develop an appreciation for the potential concession opportunities at the airport, the City requests and encourages all interested parties to visit the airport and tour the locations offered in this RFP. Please review the following pages, which includes the Concessions Opportunity Matrix, describing the locations, sizes and merchandising types available for proposal.

It is the City's intent to achieve a high quality; customer service oriented concession program offering street pricing, which will meet the needs and expectations of the traveling public. It is the City's intent to create a concession program that would create a customer friendly

environment, while also promoting the unique flavor and cultural differences of San Antonio, the Hill County and the South Texas region. The City has extend this opportunity to local, regional and selected national candidates which have the capacity to define the San Antonio experience and create a “sense of place” through unique and creative concepts for the San Antonio International Airport.

By doing this, the City believes the program will attract a high level of interest from the traveling public resulting in significant revenues to the City while at the same time offering profitable business opportunities to the successful Proposer. Proposers shall, at a minimum, demonstrate financial responsibility, sufficient depth of resources, experience and commitment to their concession concept, as well as their ability to satisfy the City's expectations of a quality and an innovative concession concept in their proposal response.

## Historical Performance

Historical sales performance of the various merchandising categories at the San Antonio International Airport is provided in summary to provide an approximation of the Year 2000, 2001 and 2002 sales volume. This information which is provided in detail in Attachment Exhibit 3-R is grouped in three major categories for convenience. Sales performance is as follows:

### Year 2000 Sales Data

Food & Beverage	\$7,596,428	\$2.07/EP	\$435.87/sqft
Specialty Retail	\$1,233,052	\$0.33/EP	\$193.30/sqft
News & Gifts	\$4,510,824	\$1.23/EP	\$906.51/sqft
Duty Free	\$1,007,417	\$8.74/EP	\$1,155.30/sqft

### Year 2001 Sales Data

Food & Beverage	\$7,059,618	\$2.05/EP	\$434.89/sqft
Specialty Retail	\$851,187	\$0.27/EP	\$174.39/sqft
News & Gifts	\$4,180,721	\$1.21/EP	\$1,033.55/sqft
Duty Free	\$1,018,689	\$10.30/EP	\$1,168.22/sqft

### Year 2002 Sales Data (As of September 2002)

Food & Beverage	\$6,161,026	\$2.45/EP	\$259.97/sqft
Specialty Retail	\$604,946	\$0.24/EP	\$360.52/sqft
News & Gifts	\$2,311,261	\$0.92/EP	\$448.79/sqft
Duty Free	\$548,895	\$7.02/EP	\$629.47/sqft

The aforementioned sales performance is provided for informational purposes only and should not be relied upon for future performance or trends.

## **Overview of the Selection Process**

### **Tentative Schedule**

The City has adopted the following tentative schedule for the submission of proposals and the selection, award and contracting of the potential concessions under this RFP

April 21, 2003	Issue RFPs
May 7, 2003	Pre-Submittal Conference
June 13, 2003	Response to RFP Due
June 18-19, 2003	Interviews if necessary
June 19, 2003	Selection Committee Recommendations
August 7, 2003	Submittal to City Council
October 1, 2003	Space Delivered to Concessionaires

**All dates after the RFP Due Date are subject to change without prior notice. Neither the City of San Antonio or Westfield will be responsible for cost or losses incurred by any Proposer due to date changes.**

### **Opportunity Matrix**

The attached matrix worksheet is intended to provide the proposers with an overview of the concession locations available in this RFP. The Opportunity Matrix will provide information as to the space available, square footage, desired use, economic information and addition charges. By reference to the Opportunity Matrix, the Proposer may determine his or her interest in proposing on the individual space.

The opportunities available under this RFP offering will include only one retail location in Terminal One. The scope of concession is more fully described in Section 4 of this RFP.

## Opportunity Matrix

**CONCESSION OPPORTUNITIES  
LOCATIONS AVAILABLE FOR PROPOSAL**

Space Number	Terminal	Merchandising Concept	Square Footage	Lease Term in Years	Projected Annual Minimum Guaranteed Rents	Projected Annual Percentage Rents	Projected Annual Breakpoint	Common Area Maintenance Charges /SqFt	Logistics Charges /SqFt	Trash Removal Charges
134	I	Duty Free	1,046	5	\$ 220,000	22%	\$ 1,000,000	\$ -	\$ 3.24	\$ 2.40
118	I	Retail	843	5	\$ 67,500	15%	\$ 450,000	\$ -	\$ 3.24	\$ 2.40
122	I	Children's Toys/Kids Port	818	5	\$ 20,000	10%	\$ 200,000	\$ -	\$ 3.24	\$ 2.40
NA	1&2	Luggage Cart and Locker	various	5	\$ 17,500	10%	\$ 175,000	\$ -	\$ -	\$ -

Locations in the Fourth Phase RFP (To Be Released as Required by Passenger Traffic)

132	I	Retail	561	7		15%				
152	I	Fast Food	557	7		15%				
160	I	Sports/Regional Gifts	1,038	5	\$ -	18%	\$ -	\$ -	\$ -	\$ -
172	I	Fast Food	682	7	\$ -	13%	\$ -	\$ -	\$ -	\$ -
234	2	Jewelry	500	5	\$ -	12%	\$ -		\$ -	\$ -
236	2	Gifts & Gadgets	1,000	5	\$ -	10%	\$ -	\$ -	\$ -	\$ -

**FIRST PHASE RFP SELECTIONS AND AWARDS**

Approved by City Council June 28, 2001

144	I	Alamo City Microbrewery & Grill	1,225	7						
150	I	Chelsea's Sandwiches - Blimpie's	953	7						
158	I	HMSHost-Gervin's Sports Bar	1,061	7						
182	I	HMSHost-Starbucks	1,105	7						
184	I	Reliable Amusement - Game Room	320	5						
200	2	HMSHost- Local Concept Theme Bar	1,353	5						
206	2	Sanchez- Frullati Café	494	5						
210	2	Monterrey Products- Texan								
214	2	Accent	177	5						
	2	HMSHost- Starbucks	172	5						

**SECOND PHASE RFP SELECTIONS AND AWARDS**

Approved by City Council February 21, 2002

124	1	Famous Famiglia	763	7						
129	1	McDonalds	1140	7						
140	1	News & Gifts International	1034	5						
154	1	News & Gifts International	1074	5						
162	1	Host- Simply Books	1766	5						
178	1	News & Gifts International	1874	5						
204	2	DFSANGSI	467	5						
238	2	DFSANGSI	801	5						
240	2	Native Texan	855	5						
242	2	Baskin - Robbins	461	5						
244	2	Host-Legends Bar	805	5						
246	2	McDonalds	897	5						
248	2	Quizno's	769	5						
250	2	Taste of Orient	994	5						
260	2	DFSANGSI	378	5						
262	2	Alamo Books	1447	5						
264	2	Host-Cinnabon	357	5						
269	2	Reliable Game Room	342	5						
270	2	Shannon Shoe Shine	219	5						

**THIRD PHASE RFP SELECTIONS AND AWARDS**

Approved by City Council November 21, 2002

188	I	Business Center/conference	1,363	5						
192	I	Tax Reimbursement	392	5						
216	2	Duty Free	48	5						
272	2	Regional Theme Gifts	250	5						
266	2	Business Center	1,229	5						

**FOURTH PHASE RFP SELECTIONS AND AWARDS**

Approved by City Council November 21, 2002

110	I	Swatch	831	5						
112	I	Celebration of Golf	905	5						
114	I	Texas Territories	935	5						
116	I	Texas Executive	885	5						
170	I	Le Petit Bistro	455	7						
174	I	Marble Slab Creamery	591	7						
176	I	Popeye's Chicken	747	7						
180	I	Las Palapas	3,582	7						

## **RFP Development**

In developing the Proposer's response to the RFP package, the following information is required to provide the City of San Antonio with adequate knowledge of the Proposer and the Proposer's ability to operate successfully within the airport environment. **The proposal must include the following items and documents organized and *tabulated* in the following matter. Proposals not adhering to the following format, at the City's option, may be considered non-responsive and may not be considered.**

### **Cover/Transmittal Letter on the Company Letterhead**

#### **TAB 1- Include the following sections.**

- Background Information
- Financial (Bank) Reference Letters
- Insurance Carrier Reference and/or Certificate
- Financial Statements for the last three years
- Contact information of all current landlords
- Contact information for all major vendors/suppliers

#### **TAB 2- Include the following sections.**

- Operating Experience Statement
  - a) Business Plan
  - b) Sales, Net Income and Cash Flow Forecast for all locations proposed
  - c) Description of Existing Operation
  - d) Pictures, Prices List and Menus of Products offered

#### **TAB 3- Include the following sections.**

- Concession Program Development
  - a) Staffing Plan
  - b) Customer Service Statement
  - c) Description of the Proposed Concept for each location

#### **TAB 4- Include the following sections.**

- Concession Design and Financial Investment
  - a) Pictures and/or floor plans of current operations or renderings of proposed concept.
  - b) Names of Architects and Construction Companies
  - c) Facility Investment Form for locations proposed  
(See Attachment 2-D)
  - d) Luggage Cart Only – Conceptual designs demonstrating integration of the cart distribution and locker system into the renovated terminal design.

#### **TAB 5- Include the following sections. (See Attachment 2-B)**

- Minimum Annual Guaranteed Rental and Percentage Rental Rate

- a) Proposed Minimum Annual Guaranteed Rental for locations proposed.
- b) Proposed Percentage Rental Rate for all locations proposed.

**TAB 6- Include the following sections. (See Attachments 7- A to F)**

Acknowledgments Section of Proposal Form  
 All Comments and Objections to this RFP, the Draft Concession Agreement  
 and all underlining insurance, Bond and Letter of Credit requirements  
 Disadvantaged Business Enterprise (DBE) Certification (If Applicable)  
 Executed Good Faith Effort Plan  
 Executed City of San Antonio Disclosure Forms  
 Other Information

Please see Attachment 2 –Proposal Form, for detail information on content for each section of the Proposers response.

**Selection Process**

Upon receipt of this RFP package it is recommended that the candidate immediately perform the following functions, if applicable.

- 1) **Calendar all-important dates as applicable to this RFP.**
- 2) **Review the RFP, develop questions and attend the Pre-Submission meeting.**
- 3) **Contact the University of Texas at San Antonio – Small Business Development Department to obtain assistance in developing the candidate's response to this RFP. For Small Business Development Contact Mr. Morrison Woods (210) 458-2460, Fax (210) 458-2464. For the Minority Business Development Contract Mr. Fletcher Parks (210) 458-2488, Fax (210) 458-2481.**
- 4) **If Proposer wishes to be considered as a Disadvantaged Business Enterprise (DBE), Please Contact the South Central Texas Regional Certification Agency, the City of San Antonio or Westfield Concession Management and complete all necessary forms for the certification.**

Upon completion of the Proposer's response to this RFP, please deliver fifteen copies of the RFP response to the City of San Antonio, City Clerk's Office, City Hall Building, Second Floor, 100 Military Plaza, San Antonio, TX 78205, (210) 207-7253 **at or prior to 2:00 p.m. local time on, June 13, 2003** as described in Attachment 1- Instructions to the Proposer. ***If proposing on more than one location or proposing upon any package,***



***please provide only the necessary fifteen copies and include the multiple location concepts and financial proposals in the appropriate sections.***

As referenced in the Tentative Schedule, a Concession Selection Committee will meet and evaluate every proposal offered for consideration. Upon Committee recommendation of a Proposer to the Aviation Director, Westfield Concession Management will be involved in the completion of the Concession Agreement (Attachment 9) with the selected Proposer. After execution of the Concession Agreement by the Proposer, the agreement will be delivered to the Aviation Director for presentation to City Council for review and approval. Award of a concession location will not occur until approval by the San Antonio City Council, execution of the Concession Agreement by the City Manager and delivery of the mutually executed document to the Proposer.

## **Design**

Proposer will have sole responsibility for the design and construction of the of the concession location. The designs and materials must be compatible with their surroundings and consistent with the design criteria as approved by SAIA and Westfield. All designs must comply with the requirements of the Americans with Disabilities Act ("ADA"). Proposers will be required to contract with an architect, licensed in the State of Texas to develop the design concept and the resulting construction drawings.

Please be aware that upon award of a concession location by City Council and execution of the agreement by the City Manager, the concession operator will have twenty (20) business days to deliver preliminary drawings to the Los Angeles offices of Westfield Corporation, Inc. for design review.

## **Prior Selections- First and Second RFP Awards**

In the four RFP offerings, the City offered thirty-four spaces for Concession Proposals and twenty-six locations were awarded by City Council to various Concessionaires. The spaces and concepts awarded are as follows.

### **Terminal 1**

Space 110	Swatch Watches
Space 112	Celebration of Golf
Space 114	Texas Territories
Space 116	Texas Executive
Space 124	Famous Famiglia
Space 129	McDonalds
Space 140	News and Gifts International
Space 144	Alamo City Microbrewery and Grill
Space 150	Blimpie's Sandwiches
Space 154	News and Gifts International
Space 158	George Gervins Sports Bar

Space 170	Le Petit Bistro
Space 174	Marble Slab Creamery
Space 176	Popeye's Chicken and Biscuits
Space 178	News and Gifts International
Space 180	Los Palapas
Space 182	Starbucks Coffee- Cafe
Space 184	Game Room
Space 188	Never Too Late Business Center
Space 192	Texas Tax Back
Space 194	Shannon Smith Shoeshine
Terminal 2	
Space 200	Rosario's Mexican Cantina
Space 204	DFSA/NGSI News
Space 206	Frulatti Bakery and Cafe
Space 210	Texan Accent
Space 214	Starbucks Coffee
Space 238	DFSA/NGSI News
Space 240	Native Texan
Space 242	Baskin-Robbins
Space 244	Legends Sports Bar
Space 246	McDonalds
Space 248	Quizno's Classic Subs
Space 250	Taste of Orient
Space 260	DFSA/NGSI News
Space 262	Alamo Books
Space 264	Cinnabon
Space 266	Never Too Late Business Center
Space 269	Reliable Game Room
Space 270	Shannon Smith Shoeshine
Space 272	The Clothes Hangar

In evaluating locations and concepts for a response to the RFP, please review the foregoing to reduce the possibility of duplication in concepts and to determine the most appropriate neighbor to complement your concept and to develop synergy through a strong tenant mix.

Those spaces not awarded in the first four RFP packages will be offered in this package for your consideration.

## Summary

It is hoped that the information provided in this Request for Proposal (RFP) and the Attachments to the RFP, will provide the necessary information and guidance to allow for the preparation and completion of a competitive proposal for concession space at San Antonio International Airport. The City intends that the process to open and inclusive of everyone, in an effort to provide the

Airport with the most suitable concession candidate, while achieving a high local and DBE participation and offering quality products and services for the traveling public.

## REQUEST FOR COMPETITIVE PROPOSALS

### SPECIALTY RETAIL, KIDSPORT AND LUGGAGE CART AT

### SAN ANTONIO INTERNATIONAL AIRPORT

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**ATTACHMENT I**  
**REQUEST FOR COMPETITIVE PROPOSALS**  
**SPECIALTY RETAIL**  
**AT**  
**SAN ANTONIO INTERNATIONAL AIRPORT**  
**INSTRUCTIONS TO PROPOSERS**

**1.1 Procedure**

A pre-submission conference will be held Friday, **May 7, 2003 at 11:00 A.M.**, in the City of San Antonio Aviation Department Conference Room, Mezzanine Level, Terminal 1, SAIA. Any questions should be referred to George F. Sanford, General Manager, Westfield Concession Management, (210) 828-0333, and Fax (210) 821-3361. **Final proposals are due on or before 2:00 P.M. Central Standard Time on June 13, 2003, at the address provided herein. ALL PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE PROPOSER UNOPENED.**

Upon review of this RFP, a Proposer may submit questions in writing during the proposal review period, until ten (10) days prior to the delivery date of the Request for Proposal to the City Clerk's Office. All questions will be answered as promptly as possible thereafter. Please forward all questions to Westfield Concession Management, Inc. either by E-mail at gsanford@westfield.com or fax to (210) 821-3361.

The attached proposal form requires Proposers to submit information in the following categories: Background Information; Merchandising; Operating Experience; Business Plan; Concession Design and Construction Coordination; Sales Projections; Affirmative Action; Disadvantaged Business Enterprise Program; and the Financial Proposal.

Westfield Concession Management, Inc. will review the competing proposals in each of the general categories and will present to the Selection Committee the results of its review with comments based on the strength of each proposal. The City, upon recommendation by the Selection Committee and negotiations with Westfield, will make its decision based on which proposal best serves the overall interests of the City and SAIA, taking into account all categories of the evaluation, prior to presentation to the City Council.

**1.2 Proposal Submission**

By submitting a proposal, Proposer agrees that if the City makes an award to Proposer, the Proposer shall enter into a Concession Agreement in substantially the same form as the draft agreement, which is Attachment 10. Certain portions of the agreement shall be

completed in accordance with the terms of the proposal. Also, all terms of the proposal will be incorporated in the Concession Agreement by reference, and the proposal itself will become part of the executed documents. In the event, of any conflicts or inconsistencies between the information provided in this RFP and the terms and conditions of the attached Concession Agreement, the Concession Agreement shall be controlling.

### **1.3 Term**

The City expects to enter into a Concession Agreement with the successful Proposer(s), with a term of the Agreement commencing on or about **October 1, 2003** and continuing for a period as provided on the Financial Offer Proposal Form, Attachment 2-B. Any extension or option to renew will be exercised at the sole discretion of the City. The rights granted to the successful Proposer will not be exclusive and the City reserves the right to use, lease or otherwise permit its facilities, other than those locations designated in the successful Proposer's Concession Agreement, to be used for any activities as provided by the executed concession agreement, including but not limited to the offering and the sale of scheduled goods and services.

### **1.4 Insurance Requirements**

The City will require the Concessionaire to provide at its own cost comprehensive general liability insurance (including coverage against bodily injury, death and product liability) with limits of not less than \$2,000,000, combined single limit per person and per accident or occurrence and for property damage liability per accident or occurrence. Automobile Liability coverage; including owned, non owned and hired autos, in the amount of not less than \$1,000,000 per occurrence, combined single limit. Workers Compensation, Employer's Liability Insurance required limits will be \$2,000,000 must also be carried to the limits required by law. The City of San Antonio, Westfield Concession Management, Inc., WCMI, Texas Inc. and Westfield Corporation, Inc. shall be named as additional insured, under any policy of public liability, automobile liability and employer's liability insurance. Concessionaire will provide for workers compensation a waiver of subrogation in favor of the City. In addition, the Concessionaire shall at its own cost provide such other insurance policies as may be required in the attached Draft Concession Agreement.

### **1.5 Proposer Changes**

Every proposal shall include the forms attached hereto and attachments that the Proposer selects as an appropriate presentation. In completing the proposal form, Proposer should not add, delete, or vary any of the terms or conditions of any documents prepared by the City. However, if the Proposer requires a change to any of the documents, including the draft Concession Agreement, the Proposer must include such changes in an addendum to the proposal response. The City reserves the right to accept or reject any suggested changes to any of the documents.

## **1.6 Signature of Proposer**

The firm, joint venture, corporation, or individual name of the Proposer must be completed by the Proposer in the space provided for the signature on Section 3 of the Proposal Form. In the case of a corporation, the title of the officer signing must be stated and each officer signing must be duly authorized. The name and address of each officer of the corporation must also be listed, as well as the state of incorporation, and the name and address of the local statutory agent. In the case of a partnership, the signature of at least one of the authorized partners must follow the firm name, using the term "member of firm". In the case of a joint venture, an authorized representative from each partner or venturer should sign and the manner of signature shall depend on whether the partner or venturer is a corporation, partnership or individual. All proposals must contain the true name and address of every person, firm, joint venture, or corporation who has or will have a direct or indirect interest in the proposal.

## **1.7 Withdrawal of Proposals**

No proposal may be withdrawn after it is submitted to the City through its City Clerks office, unless the Proposer makes the request in writing to the City Clerks Office and notice Mr. George F. Sanford, General Manager, Westfield Concession Management, Inc. San Antonio International Airport, 9700 Airport Blvd., Suite 246, San Antonio, TX 78216, of the withdrawal prior to the opening of the proposals. No proposal may be withdrawn after the time set for the opening of the proposals. If the proposal is withdrawn or the Proposer elects not to participate in the selection process after the bid opening time, Proposer will forfeit the opportunity to bid on the selected locations as offered in this Request For Proposal.

## **1.8 Rejection of Proposals**

The City is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the City and the general public and not because of any legal requirement to do so. The City reserves the right to accept or to reject any or all proposals, to modify or amend with the consent of the Proposer any proposal prior to acceptance, to waive any informality and to effect any agreement otherwise, all as the City, in its sole judgment, may deem to be in its best interest.

## **1.9 Execution of the Concession Agreement**

The selected Proposer, to whom the awarding of the Contract will be recommended to City Council, shall, prior to presentation to City Council, execute the Concession Agreement and return said agreement to the City. At that time, the Proposer must submit the following, as further defined in the Concession Agreement.

- a. Irrevocable Letter of Credit in the amount of the Year 1 Minimum Annual Guarantee;
- b. Construction Performance Bond equal to the amount of Lessee's construction contracts of the Initial Improvements; and



- c. Satisfactory evidence of all insurance coverage as required in the agreement.

#### **1.10 Delivery of Proposals**

Fifteen (15) copies of your sealed proposal must be received by the City, at the City Clerks Office, City Hall Building, Second Floor, 100 Military Plaza, San Antonio, TX 78205, (210) 207-7253 **at or prior to 2:00 p.m. local time on, June 13, 2003. All proposals must be delivered in a sealed envelope or box bearing on the outside the name and address of the Proposer and San Antonio International Airport and the name of the concession and space number for which the proposal is submitted.**

#### **1.11 Addenda**

All interpretations of the proposal specifications and supplemental instructions will be in the form of written Addenda to these proposal documents which, if issued, will be delivered or mailed to all prospective Proposers. Also, responses to individual questions will be mailed to all Proposers.

#### **1.12 Evaluation of Proposals**

All completed proposals will be reviewed and evaluated by Westfield Concession Management and delivered, with comments to the Airport Concession Selection Committee. The Airport Concession Selection Committee may accept the comments and evaluations as provided by Westfield Concession Management and direct Westfield to commence negotiations with the selected Proposer, or may reject the Westfield evaluations and select an alternative Proposer.

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals.

- |  |     |
|--|-----|
| 1) Concession Development Merchandising Concept  | 15% |
| a. Merchandising Concept- Uniqueness of product  |     |
| b. Appropriateness of product to the Airport environment                                 |     |
| c. Inclusion of products identified with San Antonio in the proposed merchandising plan. |     |
| d. San Antonio Concept and Theme   |     |
| e. Financial Investment in the Concession Location                                       |     |
| 2) Experience and Qualifications   | 10% |
| a. Overall experience in the type of business proposed                                   |     |
| b. Number of years of experience   |     |
| c. Quality of current business-review of submitted photographs and site visits.          |     |
| d. Professional references   |     |

- e. Overall personal business experience
- 3) Business Plan 15%
- a. Completeness of plan
  - b. Allowance for start up period
  - c. Understanding of airport business environment
  - d. Marketing/advertising plan
  - e. Identification of suppliers and vendors
  - f. Inventory projections
- 4) Commitment to Customer Service and Policy 10%
- a. Written customer service policy.
  - b. Customer service training program.
  - c. Returned goods, refunds and warranty policies
- 5) Economic Proposal 10%
- a. Highest proposed minimum annual rent.
  - b. Highest proposed percent of sales rent.
  - c.
- 6) Financial Statements 10%
- a. Capital reserves for start up period.
  - b. Current debt structure.
  - c. Financing secured or capital reserves for construction.
  - d. Percentage of concession which will be financed.
  - e. Partnership or Joint Venture Agreement Provided.
- 7) Sales Performa, Projection and Street Pricing 10%
- a. Sales, Cash Flow and Net Income projections provided.
  - b. Sales projections based on enplanements within Industry averages.
  - c. Price points projected within street pricing policy and product type.
  - d. Profit and loss assumptions provided
- 8) Local and Disadvantaged Business Enterprise 20%
- a. a. Ten percentage (10) points for Local Business Enterprises (LBEs):
    - 1. Prime contractors who have a local branch office will receive six percent (6%) of the selection points.
    - 2. Non-local prime contractors can receive points for subcontracting with local businesses proportional to the

amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

- b. Five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs):
  - 1. Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs(i.e. – 50% to HUEs = 2.5 points).
  - 2. HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.
- c. Five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:
  - 1. One percent (1%) for submission/approval of the Good Faith Effort Plan.
  - 2. One percent (1%) for meeting/exceeding the MBE goal.
  - 3. One percent (1%) for meeting/exceeding the WBE goal.
  - 4. One percent (1%) for meeting/exceeding the AABE goal.
- 5. One percent (1%) for meeting/exceeding the SBE goal.

### **1.13 Employee Recruitment, Job Bank and Job Fairs**

Staffing is a key component to success in Airport Retail and Food Service. Westfield strongly encourages concessionaires, where applicable to utilize the existing employee pool for experienced staffing in order to shorten the normal concession start up period. Westfield will offer assistance to every concession in identifying perspective employees and providing those individuals with concession employment opportunities. Many of the current concession employees at the Airport have considerable experience in food & beverage, news & gifts and other retail operations. They are well acquainted with Airport policy and procedures and have previously satisfied security requirements.

To assist in facilitating the hiring process, the following services will be offered to all incoming concessionaires, existing employees and potential candidate for employment.

- 1. Employee Application File – Westfield Concession Management will maintain in our offices at San Antonio International Airport a current employee application file. The file will contain applications completed by the current employees, on a voluntary basis stating contact information, job history and experience. The file will be distributed to all incoming concession operators.

2. Concession Job Bank – Staffing information will be required of each incoming concessionaire and will be posted in the Westfield office as part of airport wide concession Job Bank. By listing all available opportunities and projected wages, Westfield will provide a central location, which interested individuals may come and evaluate the airport job opportunities. In addition to posting the information in our office, the information will be distributed in other common employee areas of the airport, such as the employee parking shuttle buses.
3. Job Fairs – Westfield will sponsor and conduct Job Fairs at the airport and at local hotels. In a combined effort with the incoming concessions, Westfield will advertise the Job Fairs in the local media, include Job Fair dates and locations on the City of San Antonio Web Site, post the information at various community job training services and advertise in the airport. All incoming concessionaires will be required to attend the Job Fairs. Specific Job Fair dates and information will be distributed once new concessions have been awarded.

## PROPOSAL CHECK LIST

Please check if the following are included in your proposal package.

Yes/No

- |     |  |       |
|-----|--|-------|
| 1.  | Completed forms for Attachment 8 City Disclosure Requirements<br>See Forms 8-A through 8-C | _____ |
| 2.  | Completed Certification Affidavit (SBEDA Form 100), if applicable                          | _____ |
| 3.  | Completed Good Faith Effort Plan   | _____ |
| 4.  | Completed List of Subcontractors (SBEDA Form)<br>_____                                     | _____ |
| 5.  | Completed forms for Attachment 2, Financial Information Exhibits                           | _____ |
| 6.  | Completed background information requirement   | _____ |
| 7.  | Completed client references  | _____ |
| 8.  | Completed operating experience information requirement                                     | _____ |
| 9.  | Included concession program development and implementation plan                            | _____ |
| 11. | Pictures of items offer for purchase   | _____ |
| 12. | Pictures of current location designs and storefronts                                       | _____ |

## ATTACHMENT 2

### REQUEST FOR COMPETITIVE PROPOSALS

#### SPECIALTY RETAIL, KIDSPORT AND LUGGAGE CART AT SAN ANTONIO INTERNATIONAL AIRPORT

#### PROPOSAL FORM

To: Westfield Concession Management, Inc.  
C/O City of San Antonio, City Clerks Office  
City Hall Building  
100 Military Plaza, 2<sup>nd</sup> Floor  
San Antonio, TX 78205

(Name of Proposer)\_\_\_\_\_ acknowledges receipt of the City's RFP for selected concessions at Airport Facilities, dated April 21, 2003 and hereby submits the following proposal in response thereto.

#### DIRECTIONS FOR COMPLETING THE PROPOSAL FORM:

All items must be completed and numbered in the order in which they appear. Each proposal shall be typewritten, using 11 point Arial font, on a standard 8 ½" X 11" page format, with consecutive page numbers at the center bottom of each page, tabulated, in a locking three-ring binder and accompanied by a cover letter on the Proposer's letterhead. The body of the proposal shall not be more than fifty (50) one-sided pages in length, excluding exhibits, and shall provide all information requested herein. Additional data exhibits or explanations not specifically required by this proposal form, may be included ***under separate cover*** if the Proposer deems them important to the presentation. All prior submittals as part of the Request For Qualifications process will be incorporated into and made part of this Request For Proposal and will be evaluated as the entire Request For Proposal submittal. **Proposer may submit the required copies of one completed proposal package. It is not recommended or necessary to provide fifteen separate copies for each location.**

#### 2.1 Tab 1-Background Information

- a. Name, Address, Telephone Number, E-mail Address and Facsimile Number of Proposer.

- b. Description of Proposer (Corporation, Partnership, Joint Venture, etc.).
- c. Is Proposer now qualified to do business in the State of Texas and City of San Antonio? Include Certificate of Good Standing from the Secretary of State office, State of Texas
- d. State of Incorporation, if any. Include Articles of Incorporation.
- e. Name, Title, Business Address, Telephone Number, E-Mail Address and Facsimile Number of person responsible for submitting this proposal:
- f. Name, Title, Business Address, Telephone Number and Facsimile Number of person to whom to communicate with regarding this proposal if different from above.
- g. Please provide current credit rating information (specify if other than Dun and Bradstreet, Inc.):
- h. Please provide a listing of three business references.
- i. Financial and Insurance Information.
  - (1) At least three financial or bank credit references if possible, which has handled financial matters for the proposing entity or its principles for a period of not less than two (2) years. All credit reference information should include (a) the full name and address of the financial institution; (b) the name and telephone number of a contact person within that financial institution; and (c) the duration of time over which the financial institution has extended credit to the proposing entity.
  - (2) Insurance References, including a letter of reference and the full name and address of the insurance company as well as the name and telephone number of the contact person.
  - (3) Proposer's financial statements and statements of conditions for each of the last three years, if applicable audited by an independent Certified Public Accountant. If the Proposer's financial statements are consolidated with an affiliated company, submit both the consolidated financial statements and the separate financial statements of the Proposer. General financial information if applicable should be summarized on Attachment 2-C.
  - (4) Has Proposer any present overdue indebtedness to any supplier or vendor, City, State or Federal governmental entity, or any outstanding claim, demand of indebtedness or pending legal action for indebtedness? If so, please specify.

- (5) Has Proposer filed for bankruptcy within the last 5 years? If so, please describe the current status.

## 2.2 Tab 2 - Operating Experience

- A. Provide a statement of history of the Proposer's (and, if applicable, its joint venture partners) relevant experience in the operation of the proposed concession and associated contracts which included, but not limited to, the number of years of experience and the scope of experience. State the number of concession leases or retail locations currently held and the current gross annual billing under those operations.
- B. Demonstrate your ability to develop and manage a concession opportunity as described in this RFP, providing the following information from up to five (5) other concession leases:
- (1) Provide a brief description of the types of operations or concepts. Indicate the size of the operation in terms of gross annual revenues.
  - (2) If the Proposer has airport experience, please provide the total number of airport concessions and the airports in which the operations are located.
  - (3) Provide photographs and price list and/or menu list showing the various types of offerings at these locations.
  - (4) Provide the name, title and telephone number of the client's primary representative for reference purposes.
  - (5) Indicate if any lease for such a concession was terminated prior to the expiration thereof, or not renewed, and the reason thereof. Further, indicate by appropriate citation all litigation (including results and status) between Proposer and any and all operators or owners.
  - (6) Provide a Business Plan listing all phases of the concession operations, providing policies, procedures and operating standards thereto. In addition, provide sales forecast, profit and loss projections for the term of the concession agreement.**
- C. Provide letters of reference and list the full name and address of the company as well as the name and telephone number of a contact person for each of the following.
- (1) Three general operating references (indicate relationship), and



- (2) Three suppliers of Proposer.
- (3) Current landlords of Proposer.

### **2.3 Tab 3-Concession Program Development**

Please provide Staffing information, Customer Service and Merchandising information, which best describe how the Proposer's concession concept will optimize sales for the Concessionaire. In providing information as to the development of the concession concept and the supporting operational framework, refer to Attachment 4, Concession Scope for reference as to allowable products and services, which the respective concessionaire may offer.

#### **A. Staffing Plan**

- (1) If proposing as a joint venture, explain the reasons for forming the partnership and describe the assigned roles and responsibilities of each partner throughout the development and implementation phases.
- (2) Provide a staffing plan and specify how the various individuals will accommodate the operating requirements of the airport environment. Describe how, if any, the start-up period differs from the on-going operations in terms of sales, service and staffing.
- (3) Through this response, provide a listing of all positions proposed to be available and expected to be offered to the local community or current airport concession employees. Please include the job descriptions, number of positions per job classification, hourly wages and benefits. Proposer, if awarded a concession location will be required provide employment opportunity information for the airport job bank and attend various job fairs to recruit current employees or individuals from the community for the opportunities at the airport.

#### **B. Customer Service**

- (1) Describe your commitment to Customer Service.
- (2) Provide your current Customer Service Policy and employee Customer Service training program.
- (3) Provide information concerning product returns, refunds and warranties.
- (4) Describe the procedure for measuring viewers' feedback on the concession operation

C. Merchandising Concept

- (1) Describe the proposed merchandise to demonstrate the uniqueness of product types and proposed in-store presentation.
- (2) Describe the appropriateness of the product to the airport environment.
- (3) Provide examples of price list and/or menu list, promotional material, in-store signage and unique display fixtures.

D. Marketing and Advertising

- (1) Describe in detail, providing all necessary documentation of successful marketing and advertising campaigns conducted in the last two years.
- (2) Provide examples of Point of Purchase, in-store signage, external advertising, multi-language advertising and in-flight magazine advertising utilized within the past twelve months.

**2.4 Tab 4- Concession Design and Construction Coordination**

A. Current Operations

Please provide pictures and floor plans or renderings of current operations and brief description of anticipated modification in the concept.

B. Design

Please provide a descriptive text or renderings for the concepts proposed.

C. Construction Coordination

Please provide a list of architects and construction companies that the Proposer may contract for the design and construction of the concession. Include contact name; address for overnight deliveries, telephone and fax numbers and electronic mail address.

D. Facility Investment Form

Attachment 2-D is intended to reflect the total amount Proposer will invest to create first-class concession location. Proposer should summarize the Minimum Investment of the Concession Improvements and the scope of Investment in the Concession Improvements.

## 2.5 Tab 5 - Financial Information

In order to allow Proposers to be creative in their response to the City's Objectives, the following financial structure has been developed, with suggested minimum fees, within which financial proposals may be submitted. As detailed in the following information, the successful Proposer shall pay the greater of: (a) a minimum annual guarantee, or (b) a percentage of gross sales.

The Financial Offer Proposal Form, Exhibit 2-B, must be completed in its entirety and executed by the Proposer. The economic parameters will be provided for the selected concession location, as promulgated by this RFP.

- 1) Minimum Annual Guarantee Payment (MAG), which is the minimum amount that the Proposer guarantees to pay to the City, based on the terms and conditions of this RFP. **The Proposer may, at the Proposer's discretion, accept the MAG as provided or counter the suggested minimum annual guarantee in the space provided.**
- 2) Concession Percentage Fees shall equal a percentage share of the total gross revenues. **The Proposer may, at the Proposer's discretion, accept the percentage rate as provided or counter the offering in the space provided.**

Please remember the Financial Offering as provided on Exhibit 2-B will be a point of evaluation in the selection of the concession for the selected location or locations as provided herein.

## 2.6 Tab 6- City Disclosure Forms and Good Faith Effort Plan

Please refer to Attachment 8 for all required City Disclosure Forms, Good Faith Effort Plan and the List of Subcontractors. **All forms must be completed and executed for the RFP response package to be considered a responsive and complete document.**

## 2.7 Acknowledgments

- A. Proposer acknowledges it has received and read the draft Concession Agreement and other attachments to the RFP, and that the terms thereof are incorporated by reference in this Proposal. Proposer agrees that if its proposal is accepted, Proposer will enter into the Concession Agreement with the City in substantially the form of the attached draft agreement. **If the Proposer is unable or unwilling to agree to or meet any of the conditions contained in the draft Concession Agreement, specify this problem and the proposed change(s)**

**as an addendum to the proposal form. Failure to submit proposed changes will result in a requirement to execute the standard document without modifications. In the event, of any conflicts or inconsistencies between the information provided in this RFP and the terms and conditions of the attached Concession Agreement, the Concession Agreement shall be controlling.**

- B. By submission of its response to this RFP, Proposer authorizes the City and Westfield Concession Management, Inc., to contact any and all parties having any knowledge of Proposer's or its concession operators' operations and financial history, and hereby authorizes all such parties to communicate such knowledge or information to the City.
- C. This proposal constitutes a firm offer. A certified copy of Proposer's corporate resolution or other proof of authority to make this proposal a firm offer must be attached. This offer shall be held firm and open for a period of 120 days, effective **October 1, 2003.**
- D. Proposers are advised to rely only upon the matters contained in this RFP and in any written clarifications issued by the City and disseminated to all Proposers. While a pre-submission questions will be answered by Aviation staff and Westfield Concession Management (to the extent possible), all issues raised, which in the City's sole judgment materially affect the RFP, will be clarified in writing by the City and or Westfield, with copies sent to all Proposers. Only such written clarifications to the RFP, and the RFP document itself can be relied upon in the preparation and submittal of proposals.
- E. Any costs or expenses incurred in the development of a proposal in response to this RFP will be borne entirely by the Proposer.
- F. By submission of its Proposal, the Proposer acknowledges that from and after the contract commencement date, the sole basis for the right to develop, and/or operate the Specialty Retail/News & Gifts and Food/Beverage concession at locations specified in this RFP is by the award and execution of the Concession Agreement. All other rights, claims, and privileges by which the operation of this agreement may be claimed from and after the above dates are expressly waived.
- G. The City is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the City and the general public, and not because of any legal requirement to do so. Proposer acknowledges the City's right to accept or to reject any or all proposals, to modify or amend with the consent of the Proposer any proposal prior to acceptance, to waive any informality and to effect any agreement otherwise, all as the City in its sole judgement may deem to be in its best interest. **Proposer shall not modify**

**Proposal(s) or submit additional information to the Proposal, or request that additional information be considered after the due date and City will not consider any modified Proposal received after the due date. Any attempts to modify, change, add to, or to present information not specifically requested by the Selection Committee to the Proposal, will result in the Proposal being declared non-responsive and rejected**

Submitted, and all terms and conditions of the Concessions RFP dated April 21, 2003 and attachments thereto are hereby acknowledged and agreed to:

**NAME OF PROPOSER:**

**BY:**

**TITLE:**

**DATE:**

## **ATTACHMENT 2**

### **EXHIBITS**



## Request For Proposal San Antonio International Airport

**TENANT:** \_\_\_\_\_

**USE:** Specialty Retail - The Inventory and Sales of Items such as Clothing, Luggage, Jewelry, Gift Items, Arts, Day Spa and Sports Themed Gift Items

**PREMISES LOCATION:**    TERMINAL ONE    ☒    TERMINAL TWO    ☐

**SPACE NUMBER:** 118 **SQUARE FOOTAGE:** 843

**TERM:** Five (5) Years **COMMENCEMENT:** \_\_\_\_\_

### MINIMUM ANNUAL GUARANTEED RENTAL

	SAIA Suggested Economic Package	Proposers Response
YEARS 1-2	\$ <u>67,500.00</u>	\$ _____
YEARS 3-5	\$ <u>71,550.00</u>	\$ _____
YEARS 6-7	\$ <u>N/A</u>	\$ _____

### PERCENTAGE RENT:

	SAIA Suggested Economic Package	Proposers Response
YEARS 1-2	<u>15 %</u>	_____ %
YEARS 3-5	<u>15 %</u>	_____ %
YEARS 6-7	<u>N/A %</u>	_____ %

### ESTIMATED ANCILLARY CHARGES

COMMON AREA CHARGES:	\$ <u>-</u> /sqft/yr
LOGISTICS CHARGES:	\$ <u>3.24</u> /sqft/yr
TRASH REMOVAL CHARGES:	\$ <u>1.92</u> /sqft/yr
UTILITIES (IF SUBMETERING IS NOT REQUIRED):	\$ _____
JOINT MARKETING FUND (1% of Gross Sales):	\$ _____

**ALL ANCILLARY CHARGES ARE SUBJECT TO ANNUAL ADJUSTMENTS.**

\_\_\_\_\_  
ACCEPTED OR AMENDED BY PROPOSER

\_\_\_\_\_  
DATE



**City of San Antonio  
Request for Proposal  
San Antonio International Airport  
Summary of Financial Statements &  
Other Information**

	Proposer	Parent Company
	Year____ Year____ Year____	Year____ Year____ Year____
Asset Size % Change		
Long Term Liabilities % Change		
Short Term Liabilities % Change		
Net Worth % Change		
Annual Sales % Change		
Operating Income % Change		
Principal Business		
Number of Employees		

**City of San Antonio  
Request for Proposal  
San Antonio International Airport  
Proposed Facility Investment Form**

Location/Space Number \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

**Provide an estimated capital investment for each location proposed and financing sources. Indicate improvements and furnishings, fixtures and equipment. If Proposer is a partnership, joint venture, LLP or LLC, indicate the percentage of equity of borrowing that each partner, joint venture, LLP or LLC member or manager will provide.**

**Respondent's Estimated Capital Investment**

A. Architectural & Engineering Fees	\$ _____
B. Improvements	\$ _____
C. Furnishings, Fixtures and Equipment	\$ _____
D. Working Capital	\$ _____
E. Initial Inventory	\$ _____
F. Other (please specify)	\$ _____
G. Total Investment	\$ _____

**Financing Sources**

A. Debt (by source)	\$ _____
B. Equity	\$ _____
C. Total Investment	\$ _____



## Request For Proposal San Antonio International Airport

**TENANT:** \_\_\_\_\_

**USE:** Kidsport  
\_\_\_\_\_  
\_\_\_\_\_

**PREMISES LOCATION:**    TERMINAL ONE    ☒    TERMINAL TWO    ☐

**SPACE NUMBER:** 122 **SQUARE FOOTAGE:** 818

**TERM:** Five (5) Years **COMMENCEMENT:** \_\_\_\_\_

### MINIMUM ANNUAL GUARANTEED RENTAL

	SAIA Suggested Economic Package	Proposers Response
YEARS 1-2	\$ <u>20,000.00</u>	\$ _____
YEARS 3-5	\$ <u>21,200.00</u>	\$ _____
YEARS 6-7	\$ <u>N/A</u>	\$ _____

### PERCENTAGE RENT:

	SAIA Suggested Economic Package	Proposers Response
YEARS 1-2	<u>10 %</u>	_____ %
YEARS 3-5	<u>10 %</u>	_____ %
YEARS 6-7	<u>N/A %</u>	_____ %

### ESTIMATED ANCILLARY CHARGES

COMMON AREA CHARGES:	\$ <u>-</u> /sqft/yr
LOGISTICS CHARGES:	\$ <u>3.24</u> /sqft/yr
TRASH REMOVAL CHARGES:	\$ <u>1.92</u> /sqft/yr
UTILITIES (IF SUBMETERING IS NOT REQUIRED):	\$ _____
JOINT MARKETING FUND (1% of Gross Sales):	\$ _____

**ALL ANCILLARY CHARGES ARE SUBJECT TO ANNUAL ADJUSTMENTS.**

\_\_\_\_\_  
ACCEPTED OR AMENDED BY PROPOSER

\_\_\_\_\_  
DATE

## Request For Proposal San Antonio International Airport

**TENANT:** \_\_\_\_\_

**USE:** Luggage Cart and Luggage Locker Concession  
\_\_\_\_\_

**PREMISES LOCATION:**    TERMINAL ONE    ☒    TERMINAL TWO    ☒

**SPACE NUMBER:** Various    **SQUARE FOOTAGE:** Aiport Wide

**TERM:** Five (5) Years    **COMMENCEMENT:** \_\_\_\_\_

### MINIMUM ANNUAL GUARANTEED RENTAL

	SAIA Suggested Economic Package	Proposers Response
YEARS 1-2	\$ <u>17,500.00</u>	\$ _____
YEARS 3-5	\$ <u>18,550.00</u>	\$ _____
YEARS 6-7	\$ <u>N/A</u>	\$ _____

### PERCENTAGE RENT:

	SAIA Suggested Economic Package	Proposers Response
YEARS 1-2	<u>10 %</u>	_____ %
YEARS 3-5	<u>10 %</u>	_____ %
YEARS 6-7	<u>N/A %</u>	_____ %

### ESTIMATED ANCILLARY CHARGES

COMMON AREA CHARGES:	\$ _____ - /sqft/yr
LOGISTICS CHARGES:	\$ _____ - /sqft/yr
TRASH REMOVAL CHARGES:	\$ _____ - /sqft/yr
UTILITIES (IF SUBMETERING IS NOT REQUIRED):	\$ _____
JOINT MARKETING FUND (1% of Gross Sales):	\$ _____

**ALL ANCILLARY CHARGES ARE SUBJECT TO ANNUAL ADJUSTMENTS.**

\_\_\_\_\_  
ACCEPTED OR AMENDED BY PROPOSER

\_\_\_\_\_  
DATE

## **ATTACHMENT 3**

### **REQUEST FOR COMPETITIVE PROPOSALS**

#### **SPECIALTY RETAIL, KIDSPORT AND LUGGAGE CART AT SAN ANTONIO INTERNATIONAL AIRPORT**

#### **AIRPORT INFORMATION AND STATISTICAL DATA**

### **3.0 General Statistical Background**

The following discussion is intended to further assist Proposers by providing a framework for developing their proposal

#### **3.1 San Antonio International Airport**

In the calendar year 2001 SAIA handled over 7 million passengers. Total passengers in 2001 were approximately 6% below the 2000 passenger counts, due to the events of September 11, 2001. In the three months following the tragedy, enplanement traffic declined on an average of 11%. San Antonio experienced a very quick rebound in traffic due the continued service of all airlines to all pre-September designations. The airlines continue to increase their flight schedules and to add new flights to additional designations as traffic continues a strong upward trend. As of September 2002, total passenger traffic has reached 5,051,661, with enplaning passengers reaching 2,534,770 passengers. The total passenger traffic is approximately 4.9% down from year to date 2001. A six-year history of SAIA's airport-wide passenger and flight operations activity is provided in Attachment 3-A. Forecasts of future activity are conducted by the Federal Aviation Administration (FAA) for planning purposes. The latest FAA forecast is provided in Attachment 3-B. SAIA does not guarantee the results or trend of the FAA forecast.

SAIA has two principal passenger terminals with a total of 28 gates in active use.

#### **3.2 Terminal 1**

Terminal 1, with sixteen active gates, serving the following carriers: Delta Airlines, United Airlines, Northwest Airlines, Southwest Airlines, Aerolitoral Airlines, Sun Country Airlines, Midwest Airlines and Mexicana Airlines.

In 2001, Terminal 1 handled over 4.5 total passengers, which represented approximately 65% of SAIA's total passenger volume.

### **3.3 Terminal 2**

Terminal 2, with twelve active gates, serving the following carriers: American Airlines, America West Airlines, Continental Airlines and AeroMar Airlines.

In 2001, Terminal 2 handled over 2.3 million total passengers, which represented approximately 35% of SAIA's total passenger volume.

### **3.4 Existing Concession Program**

The current concession program is indicated by Attachments 3-P and 3-Q. Attachment 3-Ra and 3-Rb provides the historical gross sales by location for the years 2000 and 2001. As a reminder, the historical sales may not provide an accurate projection or trend to base future sales upon. The attachments are provided for informational purposes only and the information is assumed to be accurate, however; neither the San Antonio International Airport nor Westfield Concession Management warrants or guarantees this information.

### **3.5 Airline and Passenger Activity**

#### **3.5.1 Activity Levels and Trends**

A five-year history of total passenger volume for each passenger terminal is provided in Attachments 3-D.

Terminal market share of passengers for the 1996 through 2000 period is provided in Attachment 3-E and 3-F. Enplaning passengers by airline is provided in Attachment 3-I and 3-J.

Passenger activity at SAIA is expected to grow, as projected by the Federal Aviation Administration. As shown on Attachment 3-B, the FAA forecasts that SAIA passenger volumes will increase to 9 million by 2005. (SAIA does not guarantee the results or trend of the FAA forecast.)

#### **3.5.2 Airline and Travel Mix**

The current location of airline operations within Terminals One and Two is shown in Attachment 3-K and 3-L.

Scheduled flight arrivals and departures by destination are sorted for each terminal and are available for desired single week periods upon request. The information for the same period will provide the number of seats departing and arriving on scheduled flights, by their general destination.

### **3.5.3 Passenger Demographics**

The City conducted comprehensive airport-wide passenger surveys in 1998 which provide useful demographic and travel information for SAIA. These statistics are summarized in Attachment 3-S.

## **3.6 Transition to a New Operation**

The City expects the Proposer to develop a concession program in coordination with the airport renovation design team, and an aggressive timetable for implementation and opening of the concession concept. The speed with which a program can be completed will be a factor in the evaluation.

### **3.6.1 City Modifications**

The City will remove all asbestos and/or other hazardous material from the space and return the existing space to a shell condition. The Concessionaire will be provided with a shell space consisting of a concrete floor, metal stud walls, open ceiling and open storefront, with utilities (electrical, HVAC and plumbing/gas if required) stubbed to the space.

### **3.6.2 Concession Design and Construction ("CDC") Process**

Proposer is also obligated to comply with the City's and Westfield's Design Criteria, in regards to the Concession Design and Construction procedure and should refer to this information in the preparation of its proposal. Copies of the Airport Design Criteria and utility matrix are included as Attachment VIII.

### **3.6.3 Initial Improvements**

Minimum Investment of the Initial Improvements, which is the minimum amount the Concessionaire will spend on the Initial Improvements and which, if not expended, the difference shall be deemed due and payable to the City upon substantial completion of the Initial Improvements.

## **3.7 Security**

The facilities and their operation must be sensitive to all safety and security issues, which affect transportation facilities and particularly airport facilities. Proposers will be expected to consider security in all aspects of their Specialty Retail concession planning and to discuss their proposed program for assuring the security of the facilities.



## **ATTACHMENT 3**

### **EXHIBITS**

**City of San Antonio**  
**Airport - Wide Request for Proposal**  
**San Antonio International Airport**  
**PASSENGER DEMOGRAPHICS**

**Sex**

Male	54%
Female	46%

**Age**

Under 20	4%
21 to 40	36%
41 to 60	49%
60 & over	16%

**Education**

Graduate study or higher	30%
College Degree	32%
Some College/ AA Degree	23%
Trade/ Technical School	4%
High School or Less	11%

**Income**

\$100,000 or more	23%
\$80,000 to \$99,999	14%
\$60,000 to \$79,999	21%
\$40,000 to \$59,999	22%
\$20,000 to \$39,999	14%
Under \$20,000	6%

### **Distribution by Primary Residence**

San Antonio Metro Area	30%
Other Texas Cities	22%
Cities outside of Texas	43%
Outside the U.S.	5%

### **Arrival Prior to Departure**

Less than 30 Minutes	2%
31 to 60 Minutes	10%
60 to 120 Minutes	55%
Over 180 Minutes	7%

### **Airport Usage**

First Time	37%
Once or Twice	24%
Three to Five Times	18%
More than Five Times	21%

### **Duration of Trip**

1 to 3 Days	30%
4 to 5 Days	29%
6 to 7 Days	16%
More than 7 Days	19%
Return Same Day	6%

## Distributions

### By Terminal

Terminal One	52%
Terminal Two	48%

### By Airline Market Share

Southwest	36%
American	15%
Delta	15%
Continental	12%

### By Passenger Type

Domestic	97%
International	3%

### By Connections

O & D	96%
Connecting to Other Cities	4%

### By Travel Type

Business	38%
Personal	30%
Pleasure	25%
Other	7%

**ATTACHMENT 4**  
**REQUEST FOR COMPETITIVE PROPOSALS**  
**SPECIALTY RETAIL, KIDSPORT AND LUGGAGE CART**  
**AT**  
**SAN ANTONIO INTERNATIONAL AIRPORT**  
**CONCESSION SCOPE**

**Specialty Retail**

The typical specialty retail concession is intended to address consumer demand for popular national branded merchandise. Examples of product categories that the City of San Antonio would find acceptable are Sunglasses, Jewelry/Women's Accessories, Home Furnishings, Chocolates and Confectionery, Children's Clothing and Educational Toys, Day Spa and Massage, or a sports themed gift store.

Store design should complement the merchandising categories and provide distinct segmentation of product brands. Established national, regional and local retail merchants offering those product lines are encouraged to propose.

**Kidsport**

The operation of an interactive and educational facility, offering educational toys, games for sale and interactive electronic equipment to stimulate a growing mind. The location is encouraged to offer computers, large screen TV's or Plasma screens featuring education programming and games for entertainment and development. The facility must be equipped to accommodate individuals of all ages.

Additionally, the location will offer educational products and games for purchase. The products may include those products associated with the type or nature of the interactive games and entertainment offered in the Kidsport operations. Assuming the Kidsport is operated by or partnered with a local area attraction, the location may offer those licensed products for display and purchase.

**Luggage Cart**

The Luggage Cart provider will offer a standard luggage cart rental service in all areas of the airport, which would be appropriate for the distribution and collection of carts. The operator would be responsible for the installation of all distribution equipment, the individual carts, data lines and the maintenance on all equipment. Upon approval by the Transportation Safety Administration, the operator may include luggage lockers as a part of the service.

The responder must include cart information, pictures and design of the cart and weight limits for selection committee review.

**ATTACHMENT 5**  
**REQUEST FOR COMPETITIVE PROPOSALS**  
**SPECIALTY RETAIL, KIDSPORT AND LUGGAGE CART**  
**AT**  
**SAN ANTONIO INTERNATIONAL AIRPORT**  
**CONCESSION SALES REPORTING REQUIREMENTS**

**Background: Each concessionaire has the responsibility to report and to pay concession fees that are based on gross sales. Further, each concessionaire is required to maintain records supporting sales and concession fee calculations. Concessionaire will be required to itemize DBE sales separately. By automating the reporting and collection process, the process will operate more efficiently and reduce the burden of future concession fee audits. An additional benefit of automating the data collection process is the ability to create timely reports that identify sales trends for various advertising displays locations. This information will enable The City to analyze sales patterns with the goal of improving revenues, profits, and customer satisfaction.**

**Goals:**

- 1) Improve the efficiencies of collecting sales data from which concessionaires calculate concession fees by reducing manual data input and automating the data collection process.
- 2) Improve audibility of concession contracts.
- 3) Expedite reporting process.
- 4) Collect data in a format that can be used for analyses of concession performance.

**Reporting Requirements**

Concessionaires will be required to submit the following reports:

**Monthly Certified Statement: The Monthly Certified Statement shall accompany the monthly concession fee payment. A copy shall be sent to the Westfield Office. This hardcopy report shall report gross sales and commission fees for the specified month in the attached sales report format. In addition to the Monthly Certified Statement, concessionaires shall also submit a diskette containing the Gross Sales in an agreed upon ASCII format.**

**Questions You May Have**

**What information will be collected?**

The automated collection process will collect only the information required to be reported to the City. Proprietary information will not be collected or monitored as part of the reporting or polling process.

**What is the relationship between the electronic data collection process and the monthly-certified statements?**

Although we are requiring concession operators to report sales information electronically, you will still be required to submit certified statements in hardcopy on a monthly basis. The electronic data will provide the City with more detailed information which serves as backup to the certified statement.

**Reporting Requirements**

The successful Proposer(s) shall be required to institute and administer a data reporting system in accordance with the requirements outlined in the Draft Concession Agreement and which are consistent with the Concession Sales Reporting Requirements specified in Attachment 5 and Exhibits 5-A and 5-B. Proposers will be evaluated on their ability to administer all reporting systems in a thorough, accurate and timely manner.

**Sales and Transaction Reports**

The successful Proposer shall be required to maintain records supporting sales and concession fee calculations that are consistent with the City's Concession Sales Reporting Requirements as shown in Exhibits 5-A and 5-B. The information shall be delivered to the City through Westfield Concession Management, Inc., as specified in both hardcopy and electronic format.

**Audit**

The City reserves the right to audit the Concessionaire's books and records of receipts at any time for the purpose of verifying the Gross Receipts.



# **ATTACHMENT 5**

## **EXHIBITS**

**SAN ANTONIO INTERNATIONAL AIRPORT  
MONTHLY CONCESSION CERTIFIED STATEMENT**

Month:					Year
Concession Name:					
D/B/A or Trade Name:					
Concession Type:					
Lease Number:		Space Number:		Lease Date	
Location Description	Gross Receipts Category A	Gross Receipts Category B	Gross Receipts Category C	Gross Receipts Category D	Total Gross Receipts
<b>Total:</b>					
	<b>Gross Receipts</b>		<b>Percentage Due</b>		<b>Percentage Rent Due</b>
Gross Receipts (Category A)			%		
Gross Receipts (Category B)			%		
Gross Receipts (Category C)			%		
Gross Receipts (Category D)			%		
<b>Percentage Rent Calculation:</b>					
<b>Exclusions from Gross Receipts for Percentage Rent Calculations:</b>					
<b>Monthly Percentage Rent Due:</b>					
<b>MONTHLY PAYMENTS</b>					
Minimum Rent Payment:					
Percentage Rent Payment (based on previous month sales):					
Joint Marketing Fund Payment:					
Food Court Maintenance Charge:					
Logistic Support Reimbursement Charge:					
Trash Removal Charge:					
Utility Charge:					
Total Current Month Payment:					
<b>MONTHLY ANALYSIS OF RETAIL OPERATION</b>					
Gross Receipts per Square Foot of Floor Area in Premises:					
Sales by General Product Category:					
Number of Transactions:					
Average Dollar Amount per Transaction:					
Sales Distribution by Time of Day:					
If sales for the current month varied by more than five (5%) percentage from the prior month or the from same					
I hereby certify to the City of San Antonio and Westfield Concession Management that this is true and accurate statement of Gross Receipts and all payments shown above and that each of the foregoing is in accordance with the provisions of the Concession Agreement.					
Signature _____		Title _____		Date _____	
<b>THIS MONTHLY STATEMENT IS DUE NO LATER THAN THE 15TH DAY OF THE EACH MONTH.</b>					

**ATTACHMENT 6**  
**REQUEST FOR COMPETITIVE PROPOSALS**  
**SPECIALTY RETAIL, KIDSPORT AND LUGGAGE CART**  
**AT**  
**SAN ANTONIO INTERNATIONAL AIRPORT**  
**STREET PRICING POLICY AND REQUIREMENTS**

**A. General City Street Pricing Policy.**

The City requires specific pricing criteria in all concession agreements at the Airport. In general, the City seeks to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the City's objective to provide high customer service and optimization of financial return. The City's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail; newsstand and food & beverage vendors that operate both on- airport and off-airport to price goods and/or services in the on-airport store within the average range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise and products sold and/or service rendered). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise and products be substantially comparable to the prices charged in duty free goods at the region's airports be comparable to the prices charged in duty free stores other airports in the southwestern U.S. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. The City requires strict adherence to the City's street pricing policy.

**B. Comparable Locations in the San Antonio Metropolitan Area.**

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the City requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar types of and comparable quality of specialty retail and food & beverage establishments located in the San Antonio metropolitan area determined from time to time by the City or its designated management representative(s).

2. Newsstand Concession Facilities. For price comparative purposes, the City requires that the prices charged in the newsstand concession facilities permitted hereunder for newspapers,

magazines and sundries shall be compared to similar types and comparable quality convenience store chains and newsstand vendors located in the San Antonio metropolitan area. For price comparative purposes, the City requires that the prices charged in the newsstand concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar types of and comparable quality of local gift souvenir novelty establishments as well as the to the local convenience store chains located in the San Antonio metropolitan area.

#### Specially Retail and Food & Beverage Concession Facilities Pricing Requirements.

Concessionaire's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Agreement shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable specialty retail and food & beverage establishments located in the San Antonio metropolitan area.

#### Newsstand Premises Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Agreement shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by local convenience store chains in the San Antonio metropolitan area and for gifts, souvenirs and novelties to those charged by similar types of and comparable quality of gift, souvenir and novelty establishments located in San Antonio metropolitan area.

#### Comparable Price Determinations

To determine fair, reasonable and comparable prices, the City or its designated management representatives, at least once per year or more often if the City so desires, may select 5 locations operated by such local convenience store chains and comparable local gift, souvenir and novelty establishments in the San Antonio metropolitan area. Concessionaire's prices on any specific items may not exceed the average of those 5 priced similar and/or comparable items.

#### General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements: Concessionaire shall offer for sale only goods and/or services of first-class quality. For such goods and/or services, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of the City, which approval shall not be unreasonably

withheld. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by the City, which approval shall not be unreasonably withheld.

## **ATTACHMENT 7**

### **REQUEST FOR COMPETITIVE PROPOSALS**

#### **SPECIALTY RETAIL, KIDSPORT AND LUGGAGE CART**

**AT**

#### **SAN ANTONIO INTERNATIONAL AIRPORT**

#### **DISADVANTAGED BUSINESS ENTERPRISE**

#### **FEDERAL DBE PROGRAM, 49 CFR PARTS 23 AND 26**

#### **OBJECTIVE/POLICY STATEMENT**

#### **OBJECTIVE/POLICY STATEMENT**

The San Antonio International Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Parts 23 and 26. The City of San Antonio has received federal financial assistance from the Department of Transportation and as a condition of receiving this assistance, the City of San Antonio has signed an assurance that it will comply with 49 CFR Parts 23 and 26.

It is the policy of the San Antonio International Airport that it will ensure that DBEs as defined in Parts 23 and 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To assist in the development of firms that can compete successfully in the market place outside the DBE Program.

## **DBE OBLIGATION**

The San Antonio International Airport or its concessionaire agrees to ensure that DBEs as defined in 49 CFR Parts 23 and 26 have an equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. In this regard the San Antonio International Airport and its concessionaires shall not discriminate on the basis of race, color, national origin, gender, or disability in the award and performance of DOT-assisted contracts.

## **DBE GOAL**

**The DBE goal for this concession is 8.78%.**

A firm submitting a proposal for this concession is asked to make good faith efforts to meet or exceed the goal for DBE participation. The DOT regulations require that overall concession goals be calculated consistent with the process in Section 26.45 for setting goals under DOT assisted projects (49 CFR Section 23.95 [a]). The San Antonio International Airport has applied the two-step process as outlined in 49 CFR Section 26.45. This two-step process consists of determining the relative availability of DBEs ready, willing, and able to perform work for each "concession opportunity" that will occur during the goal period. A "concession opportunity" includes any of the following actions by the San Antonio International Airport.

1. Awarding a new concession agreement;
2. Exercising an option to renew an existing agreement; or
3. Making a material amendment to an existing agreement.

The San Antonio International Airport has utilized the following sources of data in determining our DBE goals.

1. DBE directories
2. List of proposers, or other firms who previously competed for a concession contract;
3. Information on DBEs and non-DBEs currently performing the same or a similar type of concession at San Antonio International Airport or other airports in the San Antonio International Airport's market area.

Since the type of concession for this space has not been determined, we have used the airport's overall goal.

**The DBE goal for this concession agreement is 8.79%.**

## **DEFINITIONS**

***Affiliation has the same meaning the term has in regulations of the Small Business Administration, 13 CFR part 121. Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly***

- i. One concern controls or has the power to control the other, or*
- ii. A third party or parties controls or has the power to control both, or*
- iii. An “identity of interest” between or among parties exists such that affiliation may be found.*

***In determining whether affiliation exists, consideration shall be given to all appropriate factors, including common ownership, common management, and contractual relationships.***

***Commercially Useful function – A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials, and supplies used on the contract, for negotiating price, ordering the material, and installing (where applicable) and paying for the material itself.***

*Concession* means a for profit business enterprise, located on an airport subject to Subpart F of 49 CFR part 23, that is engaged in the sale of consumer goods or services to the public under an agreement with the City of San Antonio (“sponsor or recipient”), another concessionaire, or the owner of a terminal, if other than the sponsor.

- (a) Appendix A to Subpart F of 49 CFR part 23 contains a listing of the types of businesses that are frequently operated as concessions.
- (b) Examples of entities that do not meet the definition of a concession include suppliers, flight kitchens and in-flight caterers servicing air carriers, government agencies, industrial plants, farm leases, individuals leasing hangar space, custodial and security contracts, individual taxis with permits, telephone and electric utilities, skycap services under contract with an air carrier, and management contracts.
- (c) Concessions may be operated under the following types of agreements:
  - (1) Leases.
  - (2) Subleases.
  - (3) Permits.
  - (4) Contracts.
  - (5) Other instruments or arrangements.

*Concessionaire* means one who operates a concession.

*Contract* means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

*Contractor* means one who participates, through a contract or subcontract (at any tier) in a DOT assisted highway, transit, or airport program.



*Department or DOT* means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

*Disadvantaged Business Enterprise* or DBE means a for profit small business concern\*--

- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

\* Subpart F, of 49 CFR Part 23, defines a small business concern for DBE concessionaires;

Subpart A, Section 26.5, of 49 CFR Part 26, defines a small business concern for a DBE that is not a concessionaire.

*Good faith efforts* mean efforts to achieve a DBE goal or other requirements of Parts 23 and 26, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirements.

***Joint Venture* means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills, and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.**

*Personal Net Worth* means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm, or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse. (Note: Disadvantaged owners of airport concessionaires are not required to submit PNW statements at this time).

*Principal place of business* means the business location where the individuals who manage the firm's day-to-day operations spend most working hours and where top management's business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

*Socially and economically disadvantaged individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (iv) "Asian-Pacific Americans," which includes persons who origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
  - (v) "Subcontinent Asian American," which includes persons who origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - (vi) Women;
  - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

*Sponsor* means the recipient of an FAA grant.

## **COUNTING JOINT VENTURES**

Joint Ventures do not have to be fifty-one percent (51%) DBE owned in order to be counted toward the participation goal. *Joint ventures that do not include any DBE firms will not count toward the goal.* A joint venture with ownership of DBE partners in any percentage will be counted for that percentage equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, *(provided the DBE ownership is real and substantial and the DBEs are performing a commercially useful function).*

The required documentation to be submitted to the City, along with the proposal, for Joint Ventures with DBE partners shall include:

- a. The Joint Venture Agreement for the specific contract including a detailed statement of ownership.
- b. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.
- c. A description of the work to be performed by all the Joint Venture Partners.
- d. Proof of current certification status of the individual DBE venture partners

(Certification must be from a firm that has been certified by one of the six certifying agencies of the Texas Unified Certification Program (TUCP). The six agencies are: Texas Department of Transportation (TxDot), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin, and Corpus Christi Regional Transportation Authority. Each certifying entity will maintain and process all DBE applications in their designated area throughout the state.

*A certification must take place before the proposal due date. The certification action must be completed by this date in order for the firm's proposed work on the particular contract to be credited toward the DBE goal. It is not enough for the application to have been submitted by the deadline. Proof of DBE certification by the SCTRCA or the other five certifying entities of the TUCP must be submitted at the time of the proposal due date.)*

## **GOOD FAITH EFFORTS**

**A proposer is to submit a DBE Good Faith Effort Plan (Form 1) indicating how the good faith efforts were made to achieve the goal. The proposer must submit a good faith effort plan and submitted documented "good faith efforts" regardless of meeting DBE goal.**

**All proposers shall submit the following:**

1. A Federal DBE Good Faith Effort Plan Documenting the Good Faith Efforts (DBE Form 1),
2. The Demonstration of Good Faith Efforts (DBE Form 2),
3. List of VENDORS to be Utilized (DBE Concession Form 3),

**If the above referenced documents are not completed and signed (Forms 1 through 3) by the proposer, the proposal will be considered non-responsive.**

**The proposer shall demonstrate to the satisfaction of the DBE Liaison, that sufficient efforts have been made to achieve the goal. The requirements for demonstrating "good faith efforts" are set forth as follows:**

1. Written notices to DBEs contacted by the proposer for specific scopes of work identified by the proposer for subcontracting opportunities or for purchases of goods and services from certified DBEs prior to proposal due date.
2. Attendance at a pre-proposal conference, if any, scheduled by the City to inform DBEs of concession opportunities under a given solicitation.
3. Efforts made to define additional elements of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the goal.
4. For those DBES responding affirmatively in writing to the notice required by Item (1) above,
  - (a) reasons why agreements were not reached, including written explanation for rejection of bids;
  - (b) if additional elements of work have been identified by the proposer as available for subcontracting, the proposer shall contact the Department of Economic Development

or the Aviation's DBE Liaison to ascertain the availability of DBE firms in those areas.

5. Seeking the assistance of the Aviation's DBE Liaison or the Department of Economic Development in contacting DBEs.
6. In addition, all proposers will be required to submit the following information with the proposal:
  - (a) The names and addresses of DBE firms that will participate in the contract;
  - (b) A description of the work that each DBE will perform
  - (c) The dollar amount of the participation of each DBE firm participating

## **EVALUATION OF GOOD FAITH EFFORTS**

**The good faith effort of a proposer will be evaluated by the DBE Liaison to determine whether "sufficient" good faith efforts to obtain DBE participation were made.**

The following is a list of types of actions, which the DBE Liaison may consider as part of the proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### **Criteria used to evaluate "Good Faith Efforts" are as follows:**

1. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal conferences, advertising and/or written notices) the interest of certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the proposer might otherwise prefer to perform these work items with its own forces.
- 3.(a) Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and/or suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and/or suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting or purchases; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (b) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a concessionaire to perform the work of a concession with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Concessionaire is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The concessionaire's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the concessionaire's efforts to meet the project goal.
  5. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
  6. In determining whether a proposer has made good faith efforts, the DBE Liaison may take into account the performance of other proposers in meeting the concession goal. For example, when the apparent successful proposer fails to meet the concession goal, but others meet it, the DBE Liaison may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful proposer could have met the goal. If the apparent successful proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other proposers, the City may view this, in conjunction with other factors, as evidence of the apparent successful proposer having made good faith efforts.

### **RECONSIDERATION MECHANISM**

*The Aviation Department's DBE Liaison will evaluate the "good faith efforts" of a firm. If after reviewing the good faith efforts submitted by Proposer, the DBE Liaison determines that the Proposer has failed to adequately document its good faith efforts, then the Proposer shall have the opportunity to provide written documentation or argument, to the Aviation Director, concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Proposer will have the opportunity to meet in person with the Aviation Director to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Aviation Director will provide a written decision on reconsideration explaining the basis of his decision. In cases of dispute, the final decision in determining whether Good Faith Efforts have been made rests with the Aviation Director.*

*The Aviation Director may determine that the efforts of the Proposer substantially comply with the purpose of this program and such determination is in the best interest of the DBE Program and the*

*City. However, if the Aviation Director determines that the Proposer did not make good faith efforts to meet the goal, the decision is not administratively appealable to the Department of Transportation.*

## **CITY OF SAN ANTONIO MINORITY PARTICIPATION PROGRAM**

### **II. Small business economic Development advocacy (SBEDA) Option 2- For Use with Contracts Over \$200,000**

#### **1. Small Business Participation**

It is the policy of the City of San Antonio to involve Small, Minority, Women and African American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

DEFINITIONS related to the Small Business Economic Development Advocacy Provisions:

- a. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered a SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as a Local Business Enterprise, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- d. **Minority Business Enterprise (hereinafter referred to as MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member (s) who have at least 51% ownership. To qualify as an MBE, a company has to be certified by the South Central Texas Regional Certification Agency OR be approved by the City of San Antonio Director of Economic Development. Minority group members include: African-Americans, Hispanic-Americans, Asian-Pacific Americans, Asian-Indian Americans, American-Indians and Disabled Individuals. THE MBE MUST BE BASED OR HEADQUARTERED IN BEXAR COUNTY OR SHALL BE ABLE TO SHOW PROOF THAT THEY HAVE OR ARE DOING BUSINESS IN THE SAN ANTONIO AREA FOR AT LEAST ONE (1) YEAR. The MBE must also be classified as a SBE and LBE.

- e. **Women-Owned Business Enterprise (hereinafter referred to as WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have 51% ownership. To qualify as an WBE, a company has to be certified by the South Central Texas Regional Certification Agency OR be approved by the City of San Antonio Director of Economic Development. THE WBE MUST BE BASED OR HEADQUARTERED IN BEXAR COUNTY OR SHALL BE ABLE TO SHOW PROOF THAT THEY HAVE OR ARE DOING BUSINESS IN THE BEXAR COUNTY AREA FOR AT LEAST ONE (1) YEAR. The WBE must also be classified as a SBE and LBE.
- f. **African-American Business Enterprise (hereinafter referred to as AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member (s) who have 51% ownership. To qualify as an AABE, a company has to be certified by the South Central Texas Regional Certification Agency OR be approved by the City of San Antonio Director of Economic Development. THE AABE MUST BE BASED OR HEADQUARTERED IN BEXAR COUNTY OR SHALL BE ABLE TO SHOW PROOF THAT THEY HAVE OR ARE DOING BUSINESS IN THE BEXAR COUNTY AREA FOR AT LEAST ONE (1) YEAR. The AABE must also be classified as a SBE and LBE.

2. Goals for Small Business Participation

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, Prime Contractor X submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). Prime Contractor X also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, Prime Contractor X also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). Prime Contractor X is also classified as a local SBE. Prime Contractor X's compliance with the SBEDA goals under this scenario would be as follows:



**City's SBEDA  
Goals****Prime Contractor X's  
Compliance**

MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

Another example regarding compliance with the policy is as follows: Prime Contractor Y submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company A will perform on 32.5% of the contract. Prime Contractor Y also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. Prime Contractor Y is also classified as a local SBE.

Prime Contractor Y compliance with the SBEDA goals would be as follows:

	City's SBEDA Goal	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

**Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP)- (Attached hereto as Attachment 7). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive.

**5. Performance Standard Percentage Points**

The following Performance Standard Percentage Points (20% TOTAL) shall be utilized for the award of professional services, leases and concessions and other discretionary contracts:

**A) Ten percentage (10) points for Local Business Enterprises (LBEs):**

- i. Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

- ii. Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

B) Five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs):

- ii. Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).
- iii. HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

C) Five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:

- i. One percent (1%) for submission/approval of the Good Faith Effort Plan.
- ii. One percent (1%) for meeting/exceeding the MBE goal.
- iii. One percent (1%) for meeting/exceeding the WBE goal.
- iv. One percent (1%) for meeting/exceeding the AABE goal.
- v. One percent (1%) for meeting/exceeding the SBE goal.

**MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

Submittals shall include **SBEDA Form 101 List of Subcontractors** (Attached hereto as Attachment 7-C) which identifies the particular firms to be utilized in performing the contract, specifying for each the dollar value of participation, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the submittal. Only firms certified as MBE, WBE, or DBE by the City through the South Central Texas Regional Certification Agency (SCTRCA) can be applied towards the contracting goals. If not certified, please call the SCTRCA at (210) 227-4722. Application for Certification is included herein as Attachment VII-E.

**SBEDA Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's SBEDA Policy. Please call (210) 207-3915 or FAX: (210) 207-8151.

# **ATTACHMENT 7**

## **EXHIBITS**

**GOOD FAITH EFFORT PLAN**  
**SBEDA FORM 117C**

**NAME OF COMPANY:** \_\_\_\_\_  
**PROJECT NAME:** \_\_\_\_\_

1. Identify all solicited contractor areas, actual or anticipated. (Use additional sheets as needed). If M/WBE contracting goal was met, skip to #9.

COMPANY NAME & TRADE AREA	DOLLAR AMOUNT	DBE (Y/N)	CITY M/WBE CERTIFICATION NUMBER

2. If M/WBE contracting goal was not achieved in a percentage that equals or exceeds the City's M/WBE goal, please give explanation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List all M/WBE Listing or Directories utilized to solicit participation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. List all contractor associations and other business associations solicited for M/WBE referrals.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LIST OF SUBCONTRACTORS

The Proposer, \_\_\_\_\_, as part of the procedure for the submission of proposals on a project known as \_\_\_\_\_, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF COMPANY & TRADE	CITY M/WBE CERTIFICATION NUMBER	DOLLAR AMOUNT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all minority/women contractors for participation on project. If none, explain (exclude successful firms listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available M/WBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	CITY M/WBE CERTIFICATION NUMBER	REASON FOR REJECTION

All minority/women business enterprise subcontractors must submit a SBEDA Form 100 or a copy of certification certificate through the Prime Contractor. It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Aviation and the Director of Economic Development (through the submittal of SBEDA Form 102, Request for Approval of Change to Original Certified List of Subcontractors).

### AFFIRMATION

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

NAME AND TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PERSONAL NET WORTH STATEMENT**

Complete this form for: (1) each socially disadvantaged proprietor, or (2) each socially disadvantaged limited and general partner whose combined interest totals 51% or more, or (3) each socially disadvantaged stockholder making up 51% or more of voting stock. An individual's Personal Net Worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Name	Business Phone (    )
Residence Address	Residence Phone (    )
City, State & Zip Code	
Business Name of Applicant	
Spouse's Name	
Applicant's Date of Birth	
Spouse's Date of Birth	

**ASSETS AS OF \_\_\_\_\_, \_\_\_\_\_**  
**(Date) (Year)**

<b>ASSETS-EXCLUDE individual ownership interest in the applicant business and personal residence</b>					
<b>Asset</b>	<b>Description</b>			<b>Present Value (Omit Cents)</b>	
Retirement Accounts (SEP, Keogh, 401K, etc.)				\$	
Automobile(s) (non business)				\$	
Assets other than Real Estate and Publicly Traded Securities				\$	
<b>Securities Publicly Traded (If brokerage statements are attached leave blank)</b>					
<b>No. Shares or Bond Amount</b>	<b>Securities Description</b>	<b>Registered Owner</b>		<b>Present Market Value</b>	
				\$	
				\$	
				\$	
<b>? Real Estate Holdings (Exclude Personal Residence)?</b>					
<b>Property Type</b> SF-Single Family MF-Mult. Family L-Land/Acreage C-Comml/Industl.	<b>Ownership Form</b> SP-Separate Property CP-Common Property JT-Joint Tenancy TC-Tenants n Common	<b>Ownership %</b>	<b>Property Address</b> (City State & Zip)	<b>Purchase Price/ Date</b>	<b>Estimate Market Value</b>
A					\$
B					\$
C					\$
<b>TOTAL ASSETS</b>					<b>\$</b>

# REQUEST FOR APPROVAL OF CHANGE TO ORIGINAL AFFIRMED LIST OF SUBCONTRACTORS/SUPPLIERS

The Contractor, \_\_\_\_\_, performing work on a project known as \_\_\_\_\_ requests approval of the following addition(s) and/or deletion(s) on the Certified List of Subcontractors Form No. 101, as originally submitted as part of the bid on the above named project:

## CHANGES

ADD	DELETE	NAME	CITY M/WBE CERTIFICATION NUMBER	DOLLAR AMOUNT
_____	_____	_____	_____	_____
-	-	---	---	-
_____	_____	_____	_____	_____
-	-	---	---	-
_____	_____	_____	_____	_____
-	-	---	---	-
_____	_____	_____	_____	_____
-	-	---	---	-
_____	_____	_____	_____	_____
-	-	---	---	-
_____	_____	_____	_____	_____
-	-	---	---	-

## JUSTIFICATION

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## AFFIRMATION

*THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF, I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

Name & Title of Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved: \_\_\_\_\_ Approved: \_\_\_\_\_  
 DIRECTOR OF AVIATION DIRECTOR OF ECONOMIC DEVELOPMENT



## ***SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY***

***Your unified certification source***

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### **Certification Program Intent**

Thank you for your interest in becoming certified with the South Central Texas Regional Certification Agency (SCTRCA). Certification with the SCTRCA will allow your company to sell its product or service as an eligible Small, Minority, Women Business Enterprise to public and private member entities or as a Disadvantaged Business Enterprise to Federal Transportation or Aviation funded entities participating in the SCTRCA. The SCTRCA is responsible for the certification process for these entities with a role to ensure that only firms meeting the eligibility criteria of the program participate as SBEs, MBEs, WBEs or DBEs.

### **Certification Program Eligibility**

A firm must be independent and for-profit owned by a majority of U.S. Citizens or legally permanent residents. SCTRCA D/M/WBE standards are based on Title 49 CFR, Part 26; in accordance with U.S. Department of Transportation, Federal Transportation Administration and Federal Aviation Administration.

#### **SBE Certification- Complete Certification Affidavit Sections 1 and 3**

A firm that meets small business size standards as defined in the Small Business Administration (SBA) regulations, 13 CFR Part 121 and has annual average gross receipts or number of employees that do not exceed the cap average specified in 49 CFR Part 26 §26.65.

#### **M/WBE Certification-Complete Certification Affidavit Sections 1, 2, and 3 with supporting documentation**

A firm that is at least 51 percent owned and controlled by one or more minority or women individuals. In the case of any publicly owned business, at least 51 percent of the stock must be owned by one or more minority and/or woman individuals, and whose management and daily business operations are controlled as defined herein, by one or more of the minority or women individuals who own it. Minorities include Black, Hispanic, Asian Pacific, Asian Indian, and Native Americans.

#### **DBE Certification- Complete Certification Affidavit Sections 1, 2, 3 and 4 with supporting documentation**

A firm that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled as defined herein, by one or more of the socially and economically disadvantaged individuals who own it; and which meets the size standards of 13 CFR Part 121; does not exceed the cap average specified in 49 CFR Part 26 §26.65; meets PNW requirements specified in 49 CFR Part 26 §26.67; and other relevant regulations.

### **Conditions of Application**

**THE EFFECTIVE DATE OF THE APPLICATION** is the date when **ALL REQUIRED DOCUMENTATION** has been received, not the date of submission of an incomplete packet.

**IT IS THE FULL RESPONSIBILITY OF THE APPLICANT** to provide the SCTRCA with the most complete overview and details to demonstrate that his or her business meets the criteria as set forth by the SCTRCA, and to cooperate by making him/herself and documents available in a timely manner.

**THE SCTRCA RESERVES THE RIGHT** to require further information from the applicant prior to or during the certification process.

**SUBMISSION OF THIS APPLICATION AND APPROPRIATE DOCUMENTS INDICATES** that applicant understands and accepts the conditions of this application for participation in the SCTRCA certification program.

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## DISADVANTAGED, MINORITY AND WOMAN BUSINESS ENTERPRISES

**IT IS ESSENTIAL THAT** the following documents, as applicable, accompany this application form. NOTE: **IF ANY OF THE ITEMS DO NOT APPLY** to your firm, please explain on a separate sheet. The effective date of the application is the date when **ALL REQUIRED DOCUMENTATION** has been received, not the date of submission of an incomplete packet.

**A. ALL APPLICANTS** must submit with attached affidavit:

- **Proof of citizenship / ethnicity status**  
(Birth Certificate, U.S. Passport, Alien Resident Card, Certificate of Naturalization, Tribal Card , or I.D. card indicating membership into one of the presumptive groups, etc.)
- **Certificate to do business** (Assumed Name certificate, Partnership Agreement [including buy/out rights and profit sharing] Articles of Incorporation,)

**B. ALL DBE APPLICANTS** must **also** include with attached affidavit:

- Federal tax returns for the firm's three previous years
- Copy of bank signature card(s)
- Copy of rental or lease agreement
- List of 3 to 5 contracts/work orders completed/or received
- Current Personal Net Worth statement

**FOR A CORPORATION; ADD:**

- Certificate of incorporation
- Copy of corporate by-laws
- Copy of first and last corporate meeting minutes, and any minutes that affect ownership
- Copy of stock transfer ledger and stock register
- Copy of all issued and voided stock certificates (front and back)
- Proof of stock purchase/purchase options

**DBE EXCEPTIONS:**

A **DBE** firm with a **CURRENT** Texas D.O.T., City of Houston, Capital Metropolitan Transit Authority, Corpus Christi Regional Transit Authority, North Central Texas Regional Certification Agency, or Small Business Administration Section 8(a), or Small Disadvantaged Business certification;

**Submit Only:**

- Notarized Certification Affidavit
- Current certification letter
- Federal tax returns for the firm's previous year
- Letter indicating changes in ownership and/or management in your firm's last year of business
- Personal Net Worth statement (DBEs only)

**DISCLOSURE POLICY:**

THE SCTRCA MUST SAFEGUARD FROM DISCLOSURE TO UNAUTHORIZED PERSONS INFORMATION GATHERED AS PART OF THE CERTIFICATION PROCESS THAT MAY REASONABLY BE REGARDED AS PROPRIETARY OR OTHER CONFIDENTIAL INFORMATION, CONSISTENT WITH APPLICABLE FEDERAL AND STATE LAW.



*Your unified certification source*

## **CERTIFICATION AFFIDAVIT**

### **SECTION -1: GENERAL INFORMATION**

1.     a. Business name : \_\_\_\_\_  
  
       b. Doing business as (if different):  
          \_\_\_\_\_  
  
       c. Physical Address (Main Office):  
          \_\_\_\_\_  
              Street Name / No. / City / State / Zip / County  
  
       d. Mailing Address (if different):  
          \_\_\_\_\_  
              Street Name / P.O. Box No. / City / State / Zip / County  
  
       e. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
  
       f. E-mail: \_\_\_\_\_ WEB: \_\_\_\_\_  
  
       g. Is this business organized for profit? \_\_ Yes \_\_ No
2. Owner's or Majority Owner's Full Name/Title/Sex/Race:  
    \_\_\_\_\_
3. Tax Identification Number or Owner's Social Security Number (For Proprietors):  
    \_\_\_\_\_
4. Indicate if this firm has ever received or been denied certification or participation as a D/M/WBE. Indicate the name of the certifying authority and the date of such certification or denial. **PLEASE ATTACH PROOF OF CERTIFICATION.**

<b>Certifying Authority</b>	<b>Expire Date</b>	<b>Certification Yes/No</b>	<b>Reason Denied</b>

5. Business Structure:  
    \_\_ Proprietorship    \_\_ Partnership    \_\_ Limited Partnership    \_\_ Corporation  
    \_\_ Limited Liability Corporation    \_\_ Franchise (provide copy of franchise agreement)  
    \_\_ Subsidiary- Name of parent company: \_\_\_\_\_

6. Identify your major products/services offered (PROVIDE A SPECIFIC DESCRIPTION):

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a. Provide six-digit NAICS or four-digit SIC code. ([www.sctrca.org](http://www.sctrca.org))

\_\_\_\_\_

7. Date Company Established: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date Incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_

8. Does your firm share any resource(s) (office facilities, storage space, equipment or personnel) with any other firms or individuals? (Provide copy of rental or lease agreement only if applicable):

No ☐ Yes ☐ Explain: \_\_\_\_\_

\_\_\_\_\_

9. What are the gross receipts of the firm for each of the last three years?

Year Ending	Dollar Gross Receipts	Number of Employees (Specify if Full, Part Time or Contract)

10. Name of Bonding Company (IF APPLICABLE): \_\_\_\_\_

Bonding Limit: \_\_\_\_\_

Source of Letters of Credit, if any: \_\_\_\_\_

11. Are you authorized to do business in the State as well as locally? (IF, YES PLEASE PROVIDE COPY(IES) WITH APPLICATION)

Yes ☐ No ☐

12. Company is applying for certification as a:

\_\_\_ Small Business Enterprise (SBE) (Complete Sections 1 and 3)

\_\_\_ Minority Business Enterprise (MBE) (Complete Sections 1, 2 and 3)

\_\_\_ Woman Business Enterprise (WBE) (Complete Sections 1, 2 and 3)

\_\_\_ Disadvantaged Business Enterprise (DBE) (Complete Sections 1, 2, 3 and 4)

\_\_\_ Not requesting Certification, please add to general directory  
(Complete Section 1)

## SECTION -2: OWNERSHIP AND CONTROL

**Race/Ethnic Codes:** W -White/Caucasian B-Black/African American S-Hispanic American A-Asian Pacific American  
O-Sub-Continent Asian American I-Native American Y-Disabled Individual

13. Please identify the firms' ownership:

	Name	Race/ Ethnicity	Sex	Years of Ownership	Ownership Percentage	Wkly Hours Worked	U.S. Citizen
A							
B							
C							

14. Date you acquired majority ownership of company: \_\_\_\_\_

15. Have there been any transfers in stock/ownership from a non-minority owner to a minority/female owner since company started? ( ) No ( ) Yes

Date of transfer: \_\_\_\_\_

Reason for transfer: \_\_\_\_\_

16. How was business started or acquired? List the initial contribution of money, financing source, equipment, real estate and type/years of expertise used to start business for each of the owners.

(Attach supportive documents e.g. loan agreements, initial bank statements, C.D.'s):

	Money (Dollars)	Financing Source	Equipment (Dollars)	Real Estate (Dollars)	Type/Years of Expertise
A					
B					
C					

17. Identify by name, race/ethnicity, sex and title of those individuals in the firm (including owners and non-owners) who are responsible for day-to-day management and policy decision-making, including, but not limited to those with prime responsibility for:

Area	Name	Race/ Ethnicity	Sex	Title
Financial Decisions				
Management Decisions				
Estimating				
Hiring/Firing of Management Personnel				
Purchasing of Major Items/Supplies				
Supervision of Field Operations				
Signing of Contracts				

18. For each of those listed in Question 13 and 16, on a separate sheet provide a business summary (or Resume) indicating number of years with the firm and the person's qualifications and education for assigned responsibilities.

19. List officers and directors of corporation.

Name/Title	Ethnicity	Sex	Years w/ company

20. Please list company and/or client reference below:

Company	Contact Person	Title	Telephone

21. List other businesses in which owner(s) has at least 10% ownership or owned as a majority stockholder:

Owner	Company	Title

22. Provide name of licensed individual(s) and type of license necessary for business (Submit copies of license(s) with application):

Name of License Holder	Type of License/Permit	No./Expiration

23. List and specify major office and field equipment leased.

\_\_\_\_\_  
\_\_\_\_\_

24. Where is equipment located? \_\_\_\_\_

\_\_\_\_\_

25. List sources of equipment rental/leases. \_\_\_\_\_

\_\_\_\_\_

26. Suppliers only: What is the dollar value of your inventory: \$ \_\_\_\_\_  
(Provide copies of written Manufacturers/Distributorship Agreements.)

27. Identify any owner or management official of the firm who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the firm: \_\_\_\_\_

\_\_\_\_\_

28. Does your firm have an agreement with any other business or person which relates to management or operation of your business? ( ) **No** ( ) **Yes**, please name and identify and attach a copy of any written agreement and/or explanation of any oral or intended agreement. (These include management, joint venture agreements and any other arrangements or contracts involving the provision services, management consulting, purchasing and production assistance).

**AFFIDAVIT**

The undersigned swears that the foregoing statements, including the Personal Net Worth statement (if applicable), are true and correct and include all material information necessary to identify and explain the operation of **(Name of Firm)**

as well as the ownership thereof.

Further, the undersigned agrees to permit the SCTRCA and/or U.S. Department of Transportation (DOT) as part of this certification process and thereafter to interview owners, principals, and officers and employees and to audit and examine books, records and files of the above firm. Failure to comply with this provision could result in decertification or certification denial. Furthermore, any other public entities that are part of this agency reserve the right to reevaluate a firm's eligibility for certification.

If at any time DOT or the SCTRCA has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made a false statement, the SCTRCA may refer the matter to General Counsel of the DOT or take other action pursuant to law. The General Counsel may initiate debarment procedures in accordance with 41 CFR 1-1.604 and 12-1.602 and/or refer the matter to the Department of Justice under 18 U.S.C. 1001 as the General Counsel deems appropriate.

The burden of proof of control and management of the business is on the applicant. The SCTRCA reserves the right to request any additional information deemed necessary to determine if a firm is certifiable. Failure to *cooperate* and/or provide requested information within the time specified is grounds for termination in the processing of your application for certification.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of Majority Owner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Corporate Seal (Where appropriate)

Date: \_\_\_\_\_ State of: \_\_\_\_\_ County of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year), before me appeared (Name) \_\_\_\_\_ to me personally known, who being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her own free act/deed.

(Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires



## LIABILITIES

Liability	Description	Amount
Balances owed on credit cards		\$
Balance owed on credit lines		\$
<b>Total Revolving Credit</b>		<b>\$ Subtotal</b>
Installment Account (auto)		\$
Installment Account (other)		\$
<b>Total Installment Loans</b>		<b>\$ Subtotal</b>
Mortgages on Real Estate	A	\$
(Except for personal residence)	B	\$
	C	\$
Liabilities other than Real Estate		\$
Mortgages		
<b>TOTAL LIABILITIES</b>		<b>\$</b>

<b>NET WORTH</b> (Total Assets minus Total Liabilities)	<b>\$</b>
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Have you, the individual claiming disadvantaged status, transferred any assets within two (2) years, in full or in part, to a spouse or any other person or entity, including a trust? (    ) YES (    ) NO

If yes, complete the following information:

Date of Transfer \_\_\_\_\_

To whom the assets were transferred \_\_\_\_\_

Amount paid for the assets \_\_\_\_\_

The market value of the assets at the time of transfer \_\_\_\_\_

The statements made in this Personal Net Worth Statement document are true and correct to the best of my knowledge. I further authorize the South Central Texas Regional Certification Agency to verify the accuracy of the statements made, to determine whether I meet the standards of economic disadvantage for participation as a DBE or FAA DBE in the SCTRCA Certification Program.

<b>Signature</b>	<b>Title</b>	<b>SSN</b>	<b>Date</b>
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**YOU MAY DUPLICATE FORM FOR EACH ADDITIONAL DISADVANTAGED OWNER**

NOTARY (IF THIS IS AN ADDITIONAL COPY)

\_\_\_\_\_



5. Discuss all efforts aimed at utilizing M/WBEs.

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6. Indicate advertisement mediums used for soliciting bids from M/WBEs.

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7. List all M/WBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	CITY M/WBE CERTIFICATION NUMBER	DBE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of company's M/WBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

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10. This Good Faith Effort Plan is subject to the Economic Development Department’s approval.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE PHONE

**FOR CITY USE**

Plan Reviewed By:\_\_\_\_\_

Recommendation:                      Approval\_\_\_\_\_                      Denial\_\_\_\_\_

Action Taken:                              Approved\_\_\_\_\_                      Denied\_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT

**ATTACHMENT 8**  
**REQUEST FOR COMPETITIVE PROPOSALS**  
**SPECIALTY RETAIL, KIDSPORT AND LUGGAGE CART**  
**AT**  
**SAN ANTONIO INTERNATIONAL AIRPORT**  
**CITY OF SAN ANTONIO DISCLOSURE FORMS AND REQUIREMENTS**

**8.0 Special Conditions**

- A) Conflict of Interest Disclosure, Non- Circumvention and Non-Disclosure  
Respondent warrants and certifies that it, its individual officers, employees and agents are neither officers nor employees of the City or any City agencies, such as City-owned utilities. Respondent further warrants and certifies that it, its individual officers, employees and agents do not have a prohibited financial interest as prescribed by the Ethics Code of the City of San Antonio. (See Attachment 8-A and 8-F)

An officer or employee has a "prohibited financial interest" in the sale to the City of materials, supplies, or services, if any of the following individuals or entities is a party to the sale: City of San Antonio officer or employee, or his or her parent, child or spouse, directly or indirectly, owns ten percent (10%) or more of the voting stock or shares of the business entity; a business entity of which any individual or entity above listed is a subcontractor to the proposal, a partner, or a parent or subsidiary business entity.

As a part of the contractual agreement for services between the City and the concessionaire, the concessionaire shall be required to disclose whether there are any current (existing) or potential conflicts of interest related to their work. A conflict arises or can arise from previous or current employment, involvement in a review, appraisal, study, or preparation of a report involving the same property, same issue, or employment by or involvement with any company, partnership, corporation, or business association which may have an interest in the subject or this contract employment, or may be affected by its conclusion. **The concessionaire shall disclose that this paragraph does or does not apply.** Further review and analysis or an affirmative response will be conducted by confidential correspondence. Furthermore, the concessionaire will be required to agree and abide by rules of non-circumvention and non – disclosure with regards to any work products, information, discussions, and/or advice provided to the City

until either (1) final action has been taken by City Council, or (2) seven years has expired from the date of contract execution.

- B) Litigation Disclosure: All responses should include a completed Litigation Disclosure form. (See Attachment 8-B).
- C) Independent Contractor: It is expressly understood and agreed that the Proposer if selected, and all persons designated by it to provide services in connection with this engagement is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that the City shall in no way be responsible therefor and that neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.
- D) Incomplete Responses: Failure to submit completed forms and information as required by this Request for Proposal may result in the Proposer's response being deemed non-responsive. ***The completed forms include Attachments 8 – A, 8-B and 8-F.***

All late and/or incomplete submittals will be rejected from further consideration. Submittals by facsimile or email forwarded to an office other than the City Clerk will also be rejected.

This request is not to be construed as a contract, and does not commit the City to award a contract in connection with this RFP. Nor does it commit the City to pay for any costs incurred in the preparation of a formal presentation or for any costs incurred prior to the execution of a formal contract.

The City of San Antonio reserves the right to evaluate any, all, or none of the responses submitted by interested firms. Additionally, the City reserves the right to reject any and all firms which submitted a proposal or cancel the entire Request for Proposal process.

- E) Ownership of Records: All Statement of Qualification and any related documents received in response to this Request for Proposal, including all information, documents, etc. produced as a result of the project, shall become the property of the City without any restriction on usage and are non-returnable. Proposer may maintain a copy of any such material for their records.

The City shall own the entire copyright of whatever nature or extent and in all media whatsoever to any documents (records) produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. The selected Proposer and its employees, officers and agents, if any, shall be

responsible for furnishing appropriate documentation confirming (and/or transferring) such copyright ownership in and to the City.

The City reserves the right to evaluate the responses submitted, to waive any informalities and irregularities therein, to select candidates for interview, or to reject any or all submittals should it be deemed in the City's best interest.

The City reserves the right to negotiate with any, all or none of the Proposers.

All submissions and any related, appended documentation, once submitted, shall become the property of the City of San Antonio and will not be returned. Pursuant to Texas Public Information Act, all information submitted to the City in response to the RFP is subject to the Texas Public Information Act. All responses become property of the City of San Antonio upon receipt and will not be returned. Any information deemed to be confidential by the Proposer should be clearly noted on the page or pages where such confidential information is contained; however, the City cannot guarantee that it will not be compelled disclose all or part of said information as part of a public record under the Act, since information deemed to be confidential by the Proposer may not be considered confidential under Texas law.

- F) No Cost Reimbursement: The City of San Antonio will not reimburse an Proposer for any cost and expenses associated with the preparation of a submittal or in preparation or travel expenses of a formal presentation or interview in response to this RFP.

business entity, or any individual or business entity who would be a party to Political Contributions

discretionary contract:

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any member of City Council, or to any political action committee that contributes to City Council election, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an entity included, but are not limited to contributions made through the officers, owners or registered lobbyist of the entity.

### ATTACHMENT 8

(3) the identity of any lobbyist or public relations firm employed for purposes relating to To Whom Made: Amount: Date of Contribution: discretionary contract being sought by any individual or business entity who would be party to the discretionary contract.

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<sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

Conflict of Interest Disclosure, Non-Circumvention, and Non-Disclosure:

Failure to fully and truthfully disclose the information required by this Conflict of Interest

Disclosure, Non-Circumvention, and Non-Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

- Respondent warrants and certifies that it, its@ officers, employees and agents are neither officers nor employees of the City of San Antonio or any City agency, such as City-owned utilities.

Circle One                      **YES**                      **NO**

- Respondent warrants and certifies that it, its individual officers, employees and agents do not have a prohibited financial interest as prescribed by the Ethics Code of the City of San Antonio.

An officer or employee has a "prohibited financial interest" in the sale to the City of materials, supplies, or service, if any of the following individuals or entities is a party to the sale: City of San Antonio officer or employee; his or her parent, child, or spouse; a business entity in which the officer or employee, or his or her parent, child or spouse, directly or indirectly, owns ten percent (10%) or more of the voting stock of shares of the business entity, or ten percent (10%) of more of the fair market value of the business entity; a business entity of which any individual or entity above listed is a su, bcontractor to the proposal, a partner, or a parent or subsidiary business entity.

Circle One                      **YES**                      **NO**

- Are there any current (existing) or potential conflicts of interest related to Respondent's work?

Circle One                      **YES**                      **NO**

- "A conflict arises or can arise from previous or current employment, involvement in a review, appraisal, study, or preparation of a report involving the same property, same issue, or employment by or involvement with any company, partnership, corporation, or business association which may have an interest in the subject of this contract employment, or may be affected by it conclusion."

The above paragraph applies: **DOES**                      **DOESNOT**

**Name and Title of Authorized Representative**\_\_\_\_\_

**Signature of Authorized Representative Date**\_\_\_\_\_

Litigation Disclosure:

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

- Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted, or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One                      **YES**                      **NO**

- In the last five (5) years have you or any member of your Firm or Team received any citations, violation notices, or been terminated (for cause, performance related issues, or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, Regulatory Agency or Private Entity?

Circle One                      **YES**                      **NO**

- Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government or Private Entity within the past five (5) years?

Circle One                      **YES**                      **NO**

If you have answered 'YES' to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

Name and Title of Authorized Representative \_\_\_\_\_

**Signature of Authorized Representative Date** \_\_\_\_\_





